SEATTLE COLLEGES
Central · North · South · SVI

District VI | 206.934.3872 | Fax 206.934.3894 | Voice Relay 800.833.6388
1500 Harvard Avenue, Seattle WA 98122-3803 | www.seattlecolleges.edu

SEATTLE COLLEGES DISTRICT BOARD OF TRUSTEES

June 14, 2018

STUDY SESSION South Seattle College 6000 16th Avenue SW Seattle 98106	1:30 p.m.	President's Boardroom
REGULAR SESSION South Seattle College 6000 16th Avenue SW Seattle 98106	3:00 p.m.	President's Boardroom

STUDY SESSION

1:30 p.m. **STUDY SESSION**

A. Executive Session

B. Budget: Local Funds

C. Commencement details

REGULAR SESSION AGENDA

3:00 p.m. **CALL TO ORDER**

3:00 p.m. **SAFETY ANNOUNCEMENT**

3:05 p.m. **APPROVAL OF AGENDA | ACTION** **Tab 1**

3:05 p.m. **ACCOLADE**
Student Leaders: Mr. Dakota Chronis, North Seattle College; Ms. Angel Decker, South Seattle College Mr. Omar Osman, Seattle Central College

LEADERSHIP ANNOUNCEMENT
Incoming South Seattle College President, Dr. Rosie Rimando-Chareunsap

3:10 p.m. **PUBLIC COMMENTS**

Up to fifteen minutes are set aside for people to express their views on any matter except those restricted to Executive Session.

3:25p.m. **PRESENTATION**

Annual Guided Pathways Update from South

Presenters: Peter Lortz, Interim President; Rosie Rimando-Chareunsap, Vice President of Student Services; Greg Dempsey, Executive Director of Institutional Effectiveness; Jesse Knappenberger, Dean of Student Achievement

3:40 p.m. **RECOMMENDED BOARD ACTIONS | ACTION**

A. Minutes from May 10 **Tab 2**

B. Lifelong Learning Awards **Tab 3**

C. Northgate Pedestrian Bridge Easements (Second Reading) **Tab 4**
   a. Path easement
   b. Stormwater retainage system easement
   c. Temporary construction staging area easement

D. FY2018-19 Budget **Tab 5**

E. Approval of S&A budget **Tab 6**

F. Nomination of Board Officers for 2018-19 **Tab 7**

G. Chancellor's Evaluation for 2017-18 **Tab 8**

4:10 p.m. **INFORMATIONAL ITEMS**

A. Board of Trustees Meeting Schedule for 2018-19 – First Reading **Tab 9**

B. Strategic Plan Goal 2: **Tab 10**
Diversity, Equity, Inclusion, and Community

4:40 p.m. **ORAL REPORTS** **Written Reports-Tab 11**

A. Chancellor's Report

B. Chair's Report

C. Trustees

D. Labor Union Representatives
   1. Ms. Annette Stofer, AFT Seattle Community Colleges
   2. Mr. Alex Bacon, Washington Federation of State Employees
   3. Mr. Bob Sullivan, AFT-SPS

E. Student Representatives
   1. Mr. Omar Osman, Seattle Central College
   2. Mr. Dakota Chronis, North Seattle College
   3. Ms. Angel Decker, South Seattle College

F. College Presidents, Vice Chancellors
   1. Dr. Sheila Edwards Lange, Seattle Central College
   2. Dr. Warren Brown, North Seattle College
   3. Mr. Peter H. Lortz, Interim President
   4. Dr. Kurt Buttleman, Interim Vice Chancellor of Academic and Student Success
   5. Dr. Jennifer Howard, Interim Vice Chancellor of Administrative Services

5:00 p.m. ADJOURNMENT

The next meeting of the Board of Trustees will be held on Thursday, July 12, 2018 at Seattle Maritime Academy, 4455 Shilshole Avenue NW, Seattle WA 98107. There will be a Study Session at 1:30 p.m., and the Regular Meeting will follow at 3:00 p.m.

EXECUTIVE SESSION(S)

An executive session may be held for one or more of the following purposes: (1) To receive and evaluate complaints against a public officer or employee; (2) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee; (3) To discuss with legal counsel litigation or potential litigation to which the college is, or is like to become, a party, when public knowledge of the discussion would likely result in adverse consequence to the district; (4) To consider, as a quasi-judicial body, a quasi-judicial matter between named parties; (5) To consider matters governed by the administrative procedure act, chapter 34.05 RCW; and/or (6) To plan or adopt the strategy or position to be taken during collective bargaining, professional negotiations, or grievance or mediation proceedings, or to review proposals made in on-going negotiations or proceedings.

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SEATTLE COLLEGES DISTRICT BOARD OF TRUSTEES

May 10, 2018

STUDY SESSION 1:30 p.m. North Star Dining Room
North Seattle College
9600 College Way North
Seattle WA 98103

REGULAR SESSION 3:00 p.m. North Star Dining Room
North Seattle College
9600 College Way North
Seattle WA 98103

Attendance: Ms. Teresita Batayola, Ms. Louise Chernin, Ms. Carmen Gayton, Mr. Steve Hill, Ms. Rosa Peralta, Dr. Shouan Pan, Dr. Warren Brown, Dr. Bradley Lane, Mr. Peter H. Lortz, Dr. Kurt Buttleman, Dr. Jennifer Howard, Dr. Cindy Riche, Mr. Derek Edwards, Ms. Annette Stofer, Mr. Robert Sullivan, Mr. Dakota Chronis, Ms. Angel Decker, Mr. Omar Osman
Absent: Ms. Maureen Shadair, Dr. Sheila Edwards Lange
Guests who signed in: Toni Stankovic, Davene Eyres, Rachel McCaffrey, Pam Lippert, Deanna Li, Elizabeth Goulet, Barbara Golann, Katie Barndt, Christopher Harris, Ed Lin, Lorelei Williams, Gennesee Adins, Joseph Barrientos, Melody McMillan, Sandy Gurhts

REGULAR SESSION AGENDA

CALL TO ORDER
Chair Chernin called the regular meeting to order at 2:59pm.

SAFETY ANNOUNCEMENT
Rebecca Hansen took roll and made a safety announcement.

APPROVAL OF AGENDA | ACTION
Trustee Gayton made a motion to approve the agenda. Trustee Batayola seconded. The motion carried 5-0.

PUBLIC COMMENTS
John Figge spoke about concerns about the Northgate pedestrian bridge.

Traci Furutani expressed concern over whether district administrators are listening to employees at North.

Lorelei Williams, from SDOT, said that she appreciates the collaboration with the college to move the Northgate pedestrian bridge project forward.

PRESENTATION
NSC Advising: Proactive Connections and Collaboration
Presenters: Joe Barrientos, VP of Student Development Services; Alice Melling, Dean of Student Success; Melody Mcmillan, Director of Advising

Presenters shared an advising best practice that was launched in fall of 2017. The new advising program shifted resources from open advising model to a liaison model where advisors can develop more expertise about specific instructional departments and programs. The change resulted in more meaningful connections with students and to departments. A key component to the new model is an emphasis on in-class advising to build educational plans that are used to connect students to advisors.

RECOMMENDED BOARD ACTIONS | ACTION

A. Minutes from April 10 and April 12

Trustee Gayton made a motion to approve the minutes. Trustee Batayola seconded. The motion carried 5-0.

B. Infrastructure Upgrade, Seattle Central College Broadway Edison Building

Trustee Batayola made a motion to approve the funding for the infrastructure upgrade. Trustee Peralta seconded. The motion carried 5-0.

C. Metro Services Purchase Request

Trustee Batayola made a motion to approve the purchase. Trustee Gayton Seconded. The motion carried 5-0.

D. Chancellor Evaluation Process

The board discussed the evaluation process and will make changes to it before further discussion and a move for adoption at the June meeting.

INFORMATIONAL ITEMS

A. Northgate Pedestrian Bridge – First Reading

Three easements will be presented for approval in June. Dr. Brown gave background on the project to date and next steps after this board's action.

B. Quarterly Financial Report

Jennifer Howard presented a summary of the quarterly financial report.

ORAL REPORTS

A. Chancellor's Report

Chancellor Pan highlighted a few items from his written report including a summary of the tenure reception to celebrate faculty, the new District Faculty Shared Governance Committee, the regional salary study.

B. Chair's Report

Chair Chernin congratulated Seattle Central College on a successful Believe Gala.

C. Labor Union Representatives

Mr. Alex Bacon, Washington Federation of State Employees
Mr. Bacon reported that the union began coalition bargaining this week and has four representatives on statewide bargaining team. In addition to contract negotiation, locality pay is another union priority.

D. Student Representatives

Mr. Omar Osman, Seattle Central College
Mr. Osman reported on early discussions with the other Seattle Colleges student governments to better align their work. He also reported on a recent food pantry survey and recruiting for next year's board.

Mr. Dakota Chronis, North Seattle College
Mr. Chronis reported that students are preparing for Springfest, which is the biggest student event of the year. He also reported on fair trade tabling events and hiring for next year's leadership.

Ms. Angel Decker, South Seattle College
Ms. Decker reported that South brought 12 students to the Students of Color conference in Yakima. She also reported on a recent film discussion about food insecurity and an effort to expand the availability of fresh food in the campus food pantry. Student government elections are coming up in mid-May.

E. College Presidents, Vice Chancellors

Dr. Sheila Edwards Lange, Seattle Central College
President Edwards Lange thanked everyone for supporting Believe and supporting student scholarships. She also announced a new grant from Kaiser Permanente in partnership with SVI's Medical Assistant program.

Dr. Warren Brown, North Seattle College
President Brown reported on his recent Fulbright trip to Russia and efforts that he will make to connect schools in WA state with institutions that he visited in Russia.

Mr. Peter H. Lortz, Interim President
Interim President Lortz gave an update on the Pastry program and informed the board that his team will be giving an annual report on Guided Pathways at the June meeting.

Dr. Kurt Buttleman, Interim Vice Chancellor of Academic and Student Success
Dr. Buttleman gave an updated on ctcLink. Seattle Colleges is now in deployment group 4, and is scheduled to begin implementation in October 2019.

ADJOURNMENT

The meeting adjourned at 4:44.

The next meeting of the Board of Trustees will be held on Thursday, June 14, 2018 at South Seattle College, 6000 16th Ave SW, Seattle WA 98106. There will be a Study Session at 1:30 p.m., and the Regular Meeting will follow at 3:00 p.m.

EXECUTIVE SESSION(S)

An executive session may be held for one or more of the following purposes: (1) To receive and evaluate complaints against a public officer or employee; (2) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee; (3) To discuss with legal counsel litigation or potential litigation to which the college is, or is like to become, a party, when public knowledge of the discussion would likely result in adverse consequence to the district; (4) To consider, as a quasi-judicial body, a quasi-judicial matter between named parties; (5) To consider matters governed by the administrative procedure act, chapter 34.05 RCW; and/or (6) To plan or adopt the strategy or position to be taken during collective bargaining, professional negotiations, or grievance or mediation proceedings, or to review proposals made in on-going negotiations or proceedings.

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MEMORANDUM

TO: Board of Trustees

FROM: Dr. Shouan Pan
Chancellor

DATE: June 14, 2018

SUBJECT: 2018-19 Trustees' Lifelong Learning Awards

Background

Each year, nominations are accepted throughout the district for employees who have worked for Seattle Colleges for at least 5 years and have demonstrated an outstanding level of intellectual and professional growth. The annual request for nominations for 2018-19 Trustees' Lifelong Learning Awards was sent to the college community during Spring Quarter and award nominees were forwarded to the Lifelong Learning Committee for review.

The nomination review committee consisted of past Lifelong Learning Awards winners and individuals recommended by the unions. Committee members included: Taylor Cain, Rebecca Jansson, Pac Lay and Betty Williams.

The Trustees' Lifelong Learning Awards will be presented to recipients in the fall as part of the Seattle Colleges Convocation, on September 18, 2018.

Based on the agreed upon criteria and review of nominations, the committee recommends the following individuals for the Trustees' Lifelong Learning Award for 2018-19:

Karen Jurgensen, Full Time Faculty, Seattle Central College

John Figge, Part Time Faculty, North Seattle College

Julia Buchans, Classified Staff, Seattle Central College

Kurt Buttleman, Exempt Staff, Siegal Center

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Recommended Action

I recommend that the Board approve these nominees to receive the Trustees' Lifelong Learning Awards for the 2018-19 academic year.

Submitted by and transmitted to the
Board with a favorable recommendation,

Dr. Shouan Pan
Chancellor

NORTH SEATTLE COLLEGE
One of the Seattle Colleges

MEMORANDUM

DATE: April 19, 2018

TO: Board of Trustees

FROM: Dr. Shouan Pan, Chancellor
Dr. Warren Brown, President

SUBJECT: **Approval of the City's Easements to Construct a Bridge Connecting the North Seattle College With the Light Rail Station**

We are writing this memorandum in support of the City of Seattle's request to the Board of Trustees for three easements to construct the Pedestrian and Bicycle Bridge over I-5 to the College. The three easements are for (1) the path, (2) a stormwater retainage system, and (3) a temporary construction staging area. This approval should be contingent on the Seattle Department of Transportation (SDOT) successfully completing the SEPA/NEPA environmental review.

We write separately to note that the Seattle Colleges preferred that the easement follow the abandoned 100th Street right-of-way to provide a better line of sight for safety reasons and to have less impact on the Seattle Colleges' outdoor resources. The City was unwilling to adopt this route, primarily because the path would impact utilities buried under the 100th Street right of way. SDOT has committed to seek a permit from the City's Department of Construction and Inspection (SDCI) for removal of up to 52 trees at the College's request to improve the line of sight. Negotiations between SDOT and SDCI are ongoing, but the permitting process may take up to three months. SDOT has also committed to build a new berm trail alongside the pedestrian path.

This project will benefit the College and the neighboring community. The bridge will allow for students and staff to access the College by light rail. The City is indemnifying the College for any liability that occurs on the easements and bridge and is agreeing to be responsible for upkeep. The City has also agreed to contribute up to $300,000 to share in the cost of parking infrastructure to mitigate the anticipated increase in parking in the neighborhood. SDOT has agreed to support the College's request to eliminate its subsidies for residential parking permits in the College's master plan. These are substantial benefits from the project. Based on these premises, we recommend approval of the easements.

Office of the President
9600 College Way North | Seattle, WA 98103-3599
(206) 934-3601 • Fax: (206) 934-3606
www.northseattle.edu

Upon Recording,
Please Return To:

Seattle Department of Transportation
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Amanda Tse/Mary Jung

NORTHGATE EASEMENT AGREEMENT

Reference #s of Documents Released or Assigned:	none
Grantor: ……	State of Washington, State Board for Community and Technical Colleges
Grantee: …….	The City of Seattle, a Municipal Corporation of the State of Washington
Legal Description (abbreviated): …	Ptn of THOSE PORS OF E ½ SEC 31-26-04 OF W ½ SEC 32-26-04; LOTS 8 THRU 14 MERIDIAN AVE ACRES OF BLK 2 HAWKES ADD; OF BLK 2 ERICKSONS IMPROVED ADD OF BLKS 1 THRU 7 BURKE & FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADD AND OF PHILLIPS ADD LY W OF PRIMARY ST HWY #1 S OF N 103RD ST; EAST OF COLLEGE WAY N (BURKE AVE) & N OF N 92ND ST; TGW ALL VACATED STS LY WITHIN LY WLY OF PSH #1, King County, WA
Assessor's Tax Parcel ID#: …….	Portion of 322604-9021

T2014-52A

RECITALS

A. The City of Seattle (City) wishes to develop a pedestrian bridge over Interstate 5 (I-5) with a linking trail to improve connections within the Northgate community. This project is herein referred to as the "Bridge and Trail Project."

B. The pedestrian bridge would connect a future light rail station on the east side of I-5 to the property of the State of Washington, State Board for Community and Technical Colleges (SBCTC), held on half of the North Seattle College (NSC) on the west side of I-5.

C. The pedestrian trail would extend from the bridge landing on the west side of I-5 across the SBCTC's property that is part of the NSC campus to College Way N. and N. 100th Street.

D. The SBCTC and the City have agreed to following terms, conditions, and covenants of this Northgate Easement Agreement (Easement) for an easement across the land of the SBCTC for this Bridge and Trail Project.

1. **Grant of Easement and Description.** State of Washington, State Board for Community and Technical Colleges, on Behalf of North Seattle College (Grantor), for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, hereby convey(s) and warrant(s) to the City of Seattle, on behalf of the Seattle Department of Transportation (Grantee), a bike and pedestrian path and aerial bridge easement (Easement) over, under, through, across, and along the following described property hereinafter "Easement Area" in Seattle, King County, Washington:

EASEMENT AREA DESCRIBED IN EXHIBIT "A" ATTACHED, WHICH IS A PORTION OF THE LARGER PROPERTY DESCRIBED IN EXHIBIT "B".

The term "Easement Area" used in the Easement includes, without limitation, all facilities, improvements, and fixtures of any nature that are present in or on the Easement Area at any time during the duration of the Easement.

2. **Purpose of Easement and Grantee Rights.**

a. Grantee shall have the right to use the Easement Area for the purpose of constructing, installing, reconstructing, repairing, maintaining, improving, replacing, and operating a bike and pedestrian path and aerial bridge, columns, foundations, drainage systems, retaining walls, slopes, lighting/illumination, bike/pedestrian signal systems, landscaping, irrigation systems, utility and franchise utilities subject to all applicable municipal, local, state, and federal codes, laws, and regulations and all necessary connections and appurtenances thereto including, but not limited to water, sanitary sewer and storm drainage systems, gas and electrical systems, vaults, meters, manholes, hydrants, and communication cables.

b. Grantee shall have the right to enter the Easement Area to remove impediments and alter said area as required for the above purpose, together with the right to inspect and to construct, maintain, repair and replace aerial structures within the Easement Area.

c. Grantee shall have the right to access the Easement Area across Grantor's property to enable Grantee to exercise its rights under this Easement.

d. Grantee shall have the right to access adjacent SBCTC property in addition to that depicted in Exhibit "A", as determined by the Grantee, for the purpose of removing and/or trimming trees and vegetation that are within ten (10) feet of the bike and pedestrian path and the aerial bridge which otherwise pose a risk or danger related to the use of the bike and pedestrian path and bridge.

e. Grantee shall have the right to access adjacent SBCTC property in addition to that depicted in Exhibit "A", as determined by the Grantee, for the purpose of wetland

mitigation activities, including any maintenance or monitoring required under permits for the Bridge and Trail Project.

3. Grantee's Obligations to Coordinate Access and Repair Damage. The Grantee shall minimize, to the extent reasonably practical, any interference with NSC operations from its use of the Easement Area and its access to the SBCTC property outside of the Easement Area. Prior to and during such access, Grantee shall coordinate with the NSC any access to minimize such interference. Grantee shall repair any damage(s) to Grantor's property resulting from such Grantee's access and compensate Grantor for any cost(s) Grantor reasonably incurs resulting from such damage(s) and the value of any residual damage(s) that Grantee is unable to reasonably cure.

4. Grantee's Exclusive Obligation to Maintain and Repair the Easement Area. Except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area, Grantee shall have the exclusive obligation at its sole expense to maintain and repair the Easement Area so as to provide usable and safe conditions in compliance with all applicable codes, laws, and regulations during the term of this Easement and Grantor shall have no obligation to maintain or repair the Easement Area. Subject to this exception, for purposes of the Indemnification below, no negligence of Grantor may be predicated directly or indirectly on the Grantor's alleged acts or omissions with respect to maintenance or repair of the Easement Area, including without limitation the presence of leaves, roots, debris, fallen vegetative material, overhanging branches, and overgrown vegetation in the Easement Area.

5. Grantor's Right to Use of Easement Area. Grantor shall retain the right to use said Easement Area so long as said use does not unreasonably interfere with the Easement rights being conveyed herein. In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. No obstructions of any kind shall be allowed within five (5) feet of Grantee's aerial bridge or appurtenances thereto. The Grantor shall make no use of the Easement Area above the aerial bridge structure, or within five (5) feet from the bottom of the aerial bridge structure.

6. Term and Non-use Resulting in Termination. This Easement shall be effective upon the date of its mutual execution by the parties. Thereafter, this Easement shall remain in effect for so long as it is used for the purposes described herein. Among other conditions of non-use that may result in termination, non-use that results in termination shall be deemed to have conclusively occurred if authorized use ceases for a period greater than twenty-four (24) months without a fixed and determined plan approved by the Seattle City Council to resume authorized use within thirty-six (36) months. Provided, the Grantor will not unreasonably withhold consent to an extension if timely requested prior to the deadline and reasonably required due to a disaster or force majeure event for which the City is not responsible. Upon termination, the Grantee must restore the Easement Area to the condition insofar as practicable that existed prior to effective date of this Easement; provided, the Grantor may waive such restoration requirement as to the entire Easement Area or any part thereof or facility thereon. Grantee intends to commence construction in

2019; however, delay in commencement of construction shall not be deemed to be non-use resulting in termination.

7. **Indemnification.** To the fullest extent permitted by law, including RCW 35.32A.090, Grantee shall indemnify and defend with counsel appointed as a special assistant attorney general and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, resulting or arising in part or whole, directly or indirectly from any use or condition of the Easement Area or from any act or omission relating to the Easement Area of the Grantee, its employees, or agents for whom it is vicariously liable. Grantee shall pay Grantor's attorney's fees and/or legal costs and expenses only if Grantor incurs attorney's fees and/or legal costs and expenses as a result of Grantee's breach of its obligation to defend under this Easement Agreement. Provided, nothing herein shall require the Grantee to defend or indemnify the Grantor against and hold harmless the Grantor from claims, demands or suits based solely upon the negligence of the Grantor, its employees and/or agents for whom the Grantor is vicariously liable. Provided further, if such claims or suits are caused by or result from the concurrent negligence of (a) the Grantee, its employees and/or agents for whom it is vicariously liable and (b) the Grantor, its employees and/or agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the negligence of the Grantee, its employees, and/or agents for whom it is vicariously liable.

8. **Cost-Sharing for Increased Parking Costs to NSC.** To minimize reasonably anticipated or experienced impacts to the NSC lot adjacent to the Easement Area, the NSC shall have the option to purchase and install new parking infrastructure or parking control equipment for use in this parking lot. The Grantee shall reimburse the Grantor for 50 percent of the total reasonable costs and expenses of such purchase and installation (if any) or $300,000, whichever is less, provided the Grantor invoices Grantee for its share of such purchase and installation costs no later than three years after the opening of the bike and pedestrian path and aerial bridge. Grantee shall pay such reimbursement within ninety (90) days following the NSC's submission of an invoice identifying such costs and expenses. The parties agree to binding arbitration of any dispute under this section as provided for below.

9. **Mediation of Disputes.** Except as otherwise provided in this Easement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in arbitration, or any other judicial or quasi-judicial tribunal, except as provided in this easement. Nothing in this easement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board, or arbitration.

10. **Arbitration of Disputes.** In the event that a dispute should arise under this Easement, the dispute shall be submitted to arbitration in the following manner:

a. The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator.

b. The responding party shall respond with any additional or counter statement of the issue(s) to be arbitrated and shall designate the such party's nominated arbitrator within fourteen (14) days of receipt of the initial notice.

c. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator.

d. The arbitrators shall, as promptly as the circumstances allow and within a time established by a majority vote of the arbitrators, conduct a hearing on the issues submitted to them, and shall render their decision in writing.

e. Any decision as to procedure or substance made by a majority of the arbitration panel shall be binding.

f. A decision by a majority of the arbitrators on any issue submitted shall be the decision of the arbitration panel as to that issue.

g. The arbitrators have authority to award costs to either party in accordance with the merits and good faith of the positions asserted by the parties.

h. In lieu of appointing three arbitrators in the manner set forth above, the parties may, by agreement, designate a single arbitrator.

i. Except as provided herein, the arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association and the statutes of the State of Washington pertaining to binding arbitration.

11. Grantee Responsible for ADA Compliance and Liability. Grantee shall have exclusive responsibility to construct and maintain all improvements, facilities, and other aspects of the Easement Area in compliance with the Americans with Disabilities Act including any amendments, Section 504 of the Rehabilitation Act including any amendments, and any similar state law requirements, except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area that causes a violation of any of the above legal requirements. Grantee shall not be responsible for construction, maintenance, or compliance with the ADA or Section 504 of the Rehabilitation Act for any improvements or facilities outside of the Easement Area or for any improvements or facilities that Grantor constructs within the Easement Area.

12. Running Covenant and Binding Effect. This easement shall be a covenant running with the land and shall forever bind Grantor and its successors and assigns and the Grantee and its successors and assigns.

STATE OF WASHINGTON, State Board for Community and Technical Colleges, on behalf of North Seattle College

By:_____
Name: Jan Yoshiwara
Its: Executive Director

Signed this _____day of _____, 2018

STATE OF WASHINGTON)
)
County of King)

On this _____ day of _____, 2018, before me personally appeared JAN YOSHIWARA, to me known to be the person authorized to execute the Instrument and acknowledged it as the EXECUTIVE DIRECTOR **of the State Board for Community and Technical Colleges, on behalf of North Seattle College,** to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned in the Instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Seal

Please stay within block.

_____
Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment expires _____

EXHIBIT “A”

EASEMENT AREA

THIS PAGE TO BE REPLACED WITH A PDF ‘‘EXHIBIT PAGE’’ SHOWING THE EASEMENT AREA.

EXHIBIT “B”
LEGAL DESCRIPTION OF THE NSC PROPERTY

Upon Recording,
Please Return To:

Seattle Department of Transportation,
700 5th Ave., Ste. 3800
PO Box 34996
Seattle, WA 98124-4996
Attn: Amanda Tse/Mary Jung

STORMWATER EASEMENT

Reference #s of Documents Released or Assigned: none

Grantor: …….	STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES
Grantee: ……..	The City of Seattle, a Municipal Corporation of the State of Washington
Legal Description (abbreviated): …	Ptn of THOSE PORS OF E ½ SEC 31-26-04 OF W ½ SEC 32-26-04; LOTS 8 THRU 14 MERIDIAN AVE ACRES OF BLK 2 HAWKES ADD; OF BLK 2 ERICKSONS IMPROVED ADD OF BLKS 1 THRU 7 BURKE & FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADD AND OF PHILLIPS ADD LY W OF PRIMARY ST HWY #1 S OF N 103RD ST; EAST OF COLLEGE WAY N (BURKE AVE) & N OF N 92ND ST; TGW ALL VACATED STS LY WITHIN LY WLY OF PSH #1, King County, WA
Assessor's Tax Parcel ID#: …….	Portion of 322604-9021

GRANTOR, **STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES, ON BEHALF OF NORTH SEATTLE COMMUNITY COLLEGE,** for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, hereby convey(s) and warrant(s) to the Grantee, **THE CITY OF SEATTLE (Seattle Department of Transportation)**, a permanent STORMWATER EASEMENT ("Easement") over, under, through, across and along the following described property in Seattle, King County, Washington:

SEE EASEMENT AREA DESCRIBED IN EXHIBIT A ATTACHED HERETO ("EASEMENT AREA"), WHICH IS OVER, UNDER, THROUGH, ACROSS, AND ALONG A PORTION OF THE LARGER PROPERTY DESCRIBED IN EXHIBIT B;

1. Purpose of Easement and Grantee Rights. Grantee shall have use of the Easement Area for the purpose of constructing, installing, reconstructing, repairing, maintaining, improving, replacing and operating storm water facilities, including a storm water vault and drains, and for the purpose of conveying, handling and storing storm water from Grantee's bike and pedestrian path and bridge and affiliated improvements, together with the right of access to the Easement Area across Grantor's property to enable Grantee to exercise its rights under this easement.

Grantee shall have the right, but not the obligation, to enter the Easement Area to remove structures or other impediments and to maintain the Easement Area for its intended use.

2. Grantee's Obligations to Coordinate Access and Repair Damage. The Grantee shall minimize, to the extent reasonably practical, any interference with North Seattle College's operations from Grantee's use of the Easement Area and its access to the Grantor's property outside of the Easement Area. Prior to and during such access, Grantee shall coordinate with North Seattle College (NSC) any access to minimize such interference. Grantee shall repair any damage(s) to Grantor's property resulting from such Grantee's access and compensate Grantor for any cost(s) Grantor reasonably incurs resulting from such damage(s) and the value of any residual damage(s) that Grantee is unable to reasonably cure.

3. Grantee's Exclusive Obligation to Maintain and Repair the Easement Area. Except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area, Grantee shall have the exclusive obligation at its sole expense to maintain and repair the storm water facilities and related improvements within the Easement Area so as to provide usable and safe conditions in compliance with all applicable codes, laws, and regulations during the term of this Easement and Grantor shall have no obligation to maintain or repair the Easement Area. Subject to this exception, for purposes of the Indemnification below, no negligence of Grantor may be predicated directly or indirectly on the Grantor's alleged acts or omissions with respect to maintenance or repair of the Easement Area, including without limitation the presence of leaves, roots, debris, fallen vegetative material, overhanging branches, and overgrown vegetation in the Easement Area.

4. Grantor's Right to Use of Easement Area. Grantor shall retain the right to use said Easement Area so long as said use does not unreasonably interfere with the Easement rights being conveyed herein. In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area.

5. **Term and Non-use Resulting in Termination.** This Easement shall be effective upon the date of its mutual execution by the parties and shall be co-terminus with the parties' Northgate Easement Agreement (for the pedestrian/bike path and aerial bridge) entered into concurrently herewith. If the Northgate Easement Agreement is terminated in accordance with Section 6 thereof, then this Easement shall also terminate.

6. **Indemnification.** To the fullest extent permitted by law, including RCW 35.32A.090, Grantee shall indemnify and defend with counsel appointed as a special assistant attorney general and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, resulting or arising in part or whole, directly or indirectly from any use or condition of the Easement Area or from any act or omission relating to the Easement Area of the Grantee, its employees, or agents for whom it is vicariously liable. Grantee shall pay Grantor's attorney's fees and/or legal costs and expenses only if Grantor incurs attorney's fees and/or legal costs and expenses as a result of Grantee's breach of its obligation to defend under this Easement Agreement. Provided, nothing herein shall require the Grantee to defend or indemnify the Grantor against and hold harmless the Grantor from claims, demands or suits based solely upon the negligence of the Grantor, its employees and/or agents for whom the Grantor is vicariously liable. Provided further, if such claims or suits are caused by or result from the concurrent negligence of (a) the Grantee, its employees and/or agents for whom it is vicariously liable and (b) the Grantor, its employees and/or agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the negligence of the Grantee, its employees, and/or agents for whom it is vicariously liable.

7. **Mediation of Disputes.** Except as otherwise provided in this Easement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in arbitration, or any other judicial or quasi-judicial tribunal, except as provided in this easement. Nothing in this easement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board, or arbitration.

8. **Arbitration of Disputes.** In the event that a dispute should arise under this Easement, the dispute shall be submitted to arbitration in the following manner:

a. The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator.

b. The responding party shall respond with any additional or counter statement of the issue(s) to be arbitrated and shall designate the such party's nominated arbitrator within fourteen (14) days of receipt of the initial notice.

c. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator.

d. The arbitrators shall, as promptly as the circumstances allow and within a time established by a majority vote of the arbitrators, conduct a hearing on the issues submitted to them, and shall render their decision in writing.

e. Any decision as to procedure or substance made by a majority of the arbitration panel shall be binding.

f. A decision by a majority of the arbitrators on any issue submitted shall be the decision of the arbitration panel as to that issue.

g. The arbitrators have authority to award costs to either party in accordance with the merits and good faith of the positions asserted by the parties.

h. In lieu of appointing three arbitrators in the manner set forth above, the parties may, by agreement, designate a single arbitrator.

i. Except as provided herein, the arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association and the statutes of the State of Washington pertaining to binding arbitration.

9. Running Covenant and Binding Effect. This easement shall be a covenant running with the land and shall forever bind Grantor and its successors and assigns and the Grantee and its successors and assigns.

STATE OF WASHINGTON, State Board for Community and Technical Colleges, on behalf of North Seattle Community College

By:_____
Name: Jan Yoshiwara
Its: Executive director

Signed this _____ day of _____, 2018

STATE OF WASHINGTON)
)
County of King)

On this _____ day of _____, 2018, before me personally appeared JAN YOSHIWARA, to me known to be the person authorized to execute the Instrument and acknowledged it as the EXECUTIVE DIRECTOR **of the State Board for Community and Technical Colleges, on behalf of North Seattle Community College,** to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned in the Instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Seal

Please stay within block.

_____

Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment expires _____

Exhibit A

Northgate Pedestrian and Bicycle Bridge

THIS PAGE TO BE REPLACED WITH A PDF ''EXHIBIT PAGE'' SHOWING THE EASEMENT AREA.

EXHIBIT B
LEGAL DESCRIPTION OF THE NSC PROPERTY

Upon Recording,
Please Return To:

Seattle Department of Transportation,
700 5th Ave., Ste. 3800
PO Box 34996
Seattle, WA 98124-4996
Attn: Amanda Tse/Mary Jung

TEMPORARY CONSTRUCTION AND STAGING EASEMENT

Reference #s of Documents Released or Assigned: none

Grantor: ……..STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

Grantee: …….. The City of Seattle, a Municipal Corporation of the State of Washington

Legal Description (abbreviated): … Ptn of THOSE PORS OF E ½ SEC 31-26-04 OF W ½ SEC 32-26-04; LOTS 8 THRU 14 MERIDIAN AVE ACRES OF BLK 2 HAWKES ADD; OF BLK 2 ERICKSONS IMPROVED ADD OF BLKS 1 THRU 7 BURKE & FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADD AND OF PHILLIPS ADD LY W OF PRIMARY ST HWY #1 S OF N 103RD ST; EAST OF COLLEGE WAY N (BURKE AVE) & N OF N 92ND ST; TGW ALL VACATED STS LY WITHIN LY WLY OF PSH #1, King County, WA

Assessor's Tax Parcel ID#: ……. Portion of 322604-9021

GRANTOR, **STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES, ON BEHALF OF NORTH SEATTLE COMMUNITY COLLEGE,** for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, hereby convey(s) and warrant(s) to the Grantee, **THE CITY OF SEATTLE**, a TEMPORARY CONSTRUCTION AND STAGING ("Easement") over, under, through, across and along the following described property in Seattle, King County, Washington:

SEE EASEMENT AREA DESCRIBED IN EXHIBIT A ATTACHED HERETO ("EASEMENT AREA"), WHICH IS OVER, UNDER, THROUGH, ACROSS, AND ALONG A PORTION OF THE LARGER PROPERTY DESCRIBED IN EXHIBIT B;

1. Purpose of Easement and Grantee Rights. Grantee, its agents, contractors and permittees, shall have use of the Easement Area for the purpose of **project construction, staging and access** related to Grantee's construction of a bike and pedestrian path and aerial bridge and related storm water drainage and appurtenances. When deemed necessary by Grantee for staging or construction, Grantee may fence all or a portion of the Easement Area from time to time during the Term. Grantee's right to use the Easement Area will be exclusive during the term of the Easement for those areas labeled "Temporary Construction Easement" and shall be non-exclusive for those areas labeled "Temporary Construction Easement, Access Only."

2. Grantee's Obligations to Coordinate Access and Repair Damage. The Grantee shall minimize, to the extent reasonably practical, any interference with North Seattle College operations from Grantee's use of the Easement Area for shared access. Grantee shall coordinate its access with North Seattle College (NSC) to minimize such interference. Grantee shall repair any damage(s) to Grantor's property resulting from Grantee's access and construction staging and compensate Grantor for any cost(s) Grantor reasonably incurs resulting from such damage(s) and the value of any residual damage(s) that Grantee is unable to reasonably cure.

3. Indemnification. To the fullest extent permitted by law, including RCW 35.32A.090, Grantee shall indemnify and defend with counsel appointed as a special assistant attorney general and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, resulting or arising in part or whole, directly or indirectly from any use or condition of the Easement Area or from any act or omission relating to the Easement Area of the Grantee, its employees, or agents for whom it is vicariously liable. Grantee shall pay Grantor's attorney's fees and/or legal costs and expenses only if Grantor incurs attorney's fees and/or legal costs and expenses as a result of Grantee's breach of its obligation to defend under this Easement Agreement. Provided, nothing herein shall require the Grantee to defend or indemnify the Grantor against and hold harmless the Grantor from claims, demands or suits based solely upon the negligence of the Grantor, its employees and/or agents for whom the Grantor is vicariously liable. Provided further, if such claims or suits are caused by or result from the concurrent negligence of (a) the Grantee, its employees and/or agents for whom it is vicariously liable and (b) the Grantor, its employees and/or agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the negligence of the Grantee, its employees, and/or agents for whom it is vicariously liable.

4. **Mediation of Disputes.** Except as otherwise provided in this Easement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in arbitration, or any other judicial or quasi-judicial tribunal, except as provided in this easement. Nothing in this easement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board, or arbitration.

5. **Arbitration of Disputes.** In the event that a dispute should arise under this Easement, the dispute shall be submitted to arbitration in the following manner:

a. The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator.

b. The responding party shall respond with any additional or counter statement of the issue(s) to be arbitrated and shall designate the such party's nominated arbitrator within fourteen (14) days of receipt of the initial notice.

c. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator.

d. The arbitrators shall, as promptly as the circumstances allow and within a time established by a majority vote of the arbitrators, conduct a hearing on the issues submitted to them, and shall render their decision in writing.

e. Any decision as to procedure or substance made by a majority of the arbitration panel shall be binding.

f. A decision by a majority of the arbitrators on any issue submitted shall be the decision of the arbitration panel as to that issue.

g. The arbitrators have authority to award costs to either party in accordance with the merits and good faith of the positions asserted by the parties.

h. In lieu of appointing three arbitrators in the manner set forth above, the parties may, by agreement, designate a single arbitrator.

i. Except as provided herein, the arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration

Association and the statutes of the State of Washington pertaining to binding arbitration.

6. **Term and Binding Effect.** This Easement shall be binding on the parties, their successors and assigns. The City shall provide North Seattle College with a minimum of 30 days prior written notice identifying the start date of the temporary construction easement; in any case no sooner than January 1, 2019. The term of the temporary construction easement shall automatically terminate without further action by the Grantor or the City on the earlier to occur of: (1) twenty-four (24) months after the start date of the temporary construction easement or (2) the date the City notifies the Grantor that the use of the temporary construction easement by the City is no longer required in connection with the Northgate Pedestrian and Bicycle Bridge Project, or (3) September 30, 2021.

STATE OF WASHINGTON, State Board for Community and Technical Colleges, on behalf of North Seattle Community College

By:_____
Name: Jan Yoshiwara
Its: Executive director

Signed this _____ day of _____, 2018

STATE OF WASHINGTON)
)
County of King)

On this _____ day of _____, 2018, before me personally appeared JAN YOSHIWARA, to me known to be the person authorized to execute the Instrument and acknowledged it as the EXECUTIVE DIRECTOR **of the State Board for Community and Technical Colleges, on behalf of North Seattle Community College,** to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned in the Instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Seal

Please stay within block.

_____

Notary (print name) _____

Notary Public in and for the State of Washington,
residing at _____

My Appointment expires _____

Exhibit A

Northgate Pedestrian and Bicycle Bridge

THIS PAGE TO BE REPLACED WITH A PDF ''EXHIBIT PAGE'' SHOWING THE EASEMENT AREA.

EXHIBIT B
LEGAL DESCRIPTION OF THE LARGER PROPERTY

Seattle
Department of
Transportation

Memo

Date: June 6, 2018
To: Seattle Colleges Chancellor Dr. Shouan Pan and North Seattle College President Dr. Warren Brown
From: Interim Deputy Director Lorelei Williams, Seattle Department of Transportation
Subject: Future commitments for the Northgate Pedestrian/Bike Bridge and multi-use path

At the May 10, 2018, Seattle Colleges Board of Trustees meeting, the Trustees discussed the proposed easements for the Northgate Pedestrian/Bike Bridge and multi-use path. The Seattle Department of Transportation (SDOT) would like to provide an update and assure the Trustees that SDOT is committed to continue to work with the College to address its concerns related to (1) policing, (2) sightlines, (3) parking, and (4) art.

Policing
SDOT understands safety and security on North Seattle College's campus is paramount, and SDOT intends to facilitate further conversation with College staff, Sound Transit, and the Seattle Police Department (SPD) to resolve this issue. This is expected to be an ongoing conversation spanning several months, and this memo intends to demonstrate our commitment to facilitate the conversation and develop an agreed-upon action plan that would identify the roles and responsibilities of SPD in responding to emergencies and patrolling the area.

SDOT's Roadway Structures Manager, Matt Donahue, has scheduled an initial meeting for Friday, June 8, between North Seattle College, Sound Transit, and the Seattle Police Department, and will facilitate the conversation as part of ongoing operations and maintenance of our new asset, the Northgate Bridge.

The Seattle Police Department holds the authority to make decisions regarding policing or patrols, including establishing patrols of the public right of way and roadway structure assets. However, SDOT understands the College's and the Board of Trustees' concerns about increased activity on campus after the bridge is built and as such, we are committed to engaging our partners at Sound Transit and the Seattle Police Department to help resolve the College's concerns about campus security.

Sightlines
SDOT understands North Seattle College's concern for sightlines near the west landing. We are working closely with the College to identify the trees that would need to be removed in and near Wetland 5 to provide a safe and secure line of sight for bridge users. We are partnering with the College in our permit coordination meetings with the Seattle Department of Construction and Inspection (SDCI), the City department that regulates tree removal and work in wetlands. SDOT will provide a Crime Prevention Through Environmental Design (CPTED) evaluation in response to SDCI's recommendation to pursue alternative methods to achieve safe sightlines. SDOT has solicited input from North Seattle College's Safety and Security Director and the SPD North Precinct Crime Prevention Coordinator. Results of the CPTED evaluation will inform SDOT in determining any alternative methods to achieve a safe line of sight, should the number of trees proposed to be removed not be permitted.

We have also added two emergency call boxes on the bridge in response to the College's concerns about safety and security.

Parking

We understand that North Seattle College is concerned that subsidies it pays for Restricted Parking Zone (RPZ) 18 might increase due to the proposed new Pedestrian/Bike Bridge connection to the future Northgate light rail station. The College subsidizes RPZ 18 as part of its Major Institution Master Plan (MIMP) and can pursue a minor amendment to the MIMP to remove the requirement to pay for any RPZ permits. The College must submit a minor amendment in order to request a change to the RPZ subsidy and is free to pursue a minor amendment at any time. This memo serves as a statement of SDOT's position that the College should not be responsible for subsidizing any expansion of the RPZ 18 area resulting from Sound Transit's new light rail station and SDOT's new bridge. SDOT is committed to working with the College during a minor amendment process to support its position.

In addition, SDOT recognizes that 32 parking spaces on campus will be eliminated due to construction of the new Pedestrian/Bike Bridge and multi-use path, which might impact the number of parking spaces required by the College's MIMP. If requested by the College during the MIMP amendment process, SDOT will provide a letter acknowledging that the elimination of 32 parking spaces was required for the construction of the Northgate Pedestrian/Bike Bridge and multi-use path and voice support for a reduction of 32 parking spaces to accommodate the Northgate Pedestrian/Bike Bridge and multi-use project.

Art

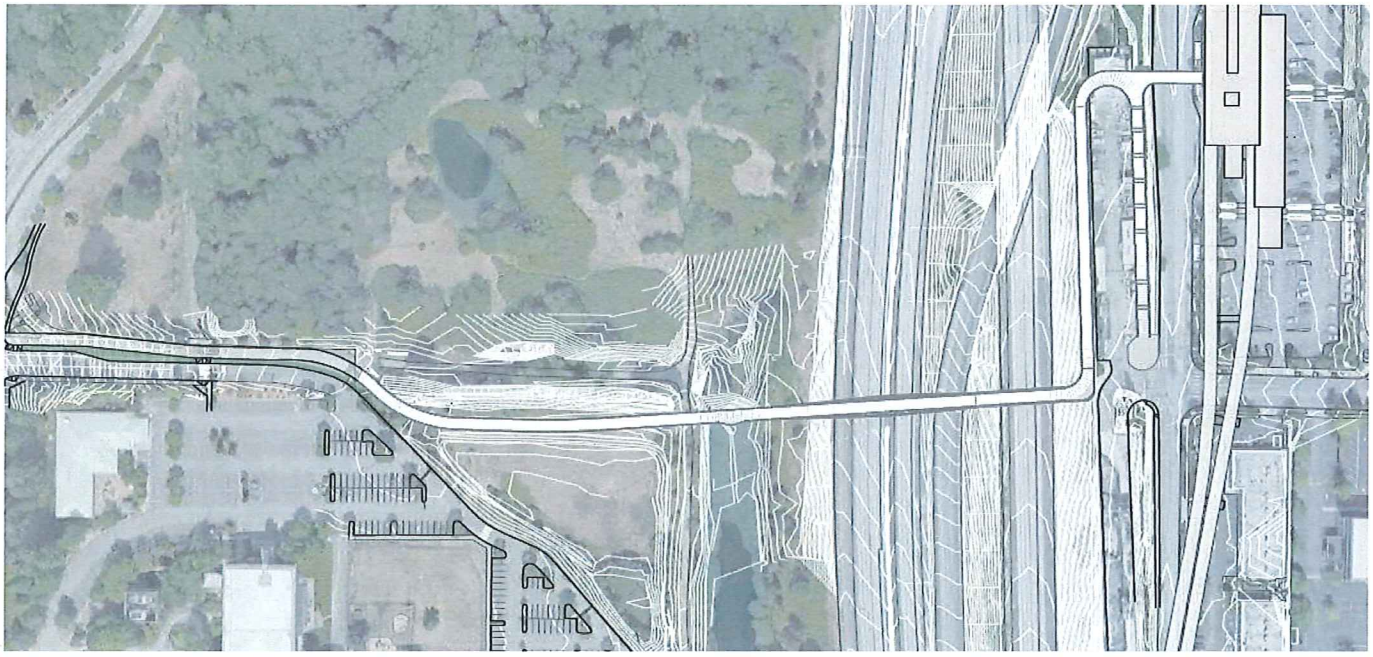
We understand that North Seattle College would like to a place to display student art on or adjacent to the new bridge and multi-use path. SDOT appreciates and is supportive of the College's desires in this regard, and preliminary discussions have occurred regarding some of the operational and legal issues that will need to be addressed. SDOT is committed to continue to work with the College to find appropriate places and methods on or adjacent to the bridge and multi-use path for displaying student art while taking into account any operational or legal issues that might need to be addressed. As part of the project, SDOT will include wayfinding signage both to College Way N and the North Seattle College campus.

Conclusion

SDOT is greatly appreciative of the College's ongoing efforts to work with SDOT to address concerns, including those outlined above. SDOT would like to assure the Trustees that we are committed to being partners with the College throughout this process to make the new bridge and multi-use path a wonderful new asset that will benefit the College and community at large.



Northgate Ped/Bike Bridge



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Seattle Department of Transportation

NORTH SEATTLE COLLEGE
One of the Seattle Colleges

Since March 2017, SDOT and North Seattle College have been working together to refine the design for the Northgate Ped/Bike Bridge. The west end of the Northgate Bridge touches down on North's campus and, when finished, will not only be a major amenity for the greater community but will also directly serve students, faculty, and staff at the North. Throughout the past year, we've been working on design details that meet North's needs, while staying within the project's budget and designing a bridge that SDOT can deliver in advance of Sound Transit's Northgate light rail station opening in 2021.

In May 2017, North put forth a proposal for an alternate bridge alignment and over the course of our coordination, SDOT incorporated key concerns from North. The current bridge design reflects ongoing coordination with North staff and elements of their proposal. Full list of concerns and resolution include:

North's concerns	Design modifications
Alignment	• Structure redesign to preserve valuable College land • Use of berm to minimize impact • Assist with campus parking mitigation up to $300,000
Berm trail	• Relocate and rebuild berm trail to south side of bridge
Accessibility	• Redesigned bridge/multi-use path to be distinct/separate from campus • Reduced bridge grade to 4.8% • Added extra-wide overlooks/rest areas on bridge
Construction conditions	• Minimized construction access impacts • Retained existing maintenance access on 100th St corridor
Environmental review & 4(f)	• Clarifying 4(f) resources on campus and agreement with North • Agreed to Mitigated Determination of Non-Significance (MDNS) SEPA determination • On-site and off-site wetlands/watercourse mitigation to address project impacts
Lighting	• Specialized lighting without spillover into wildlife sanctuary
Plantings & landscaping	• Offer selection of planting species • Choose plantings to minimize maintenance and address visibility • Enhanced sustainability in preservation of wetlands, existing pond, trees, rockeries
Sightlines & security	• Tree removal to achieve clear sightline (total number of trees removed is contingent on Seattle Department of Construction and Inspection process, up to 52) • Expansive sight lines and transparent structure • Reduced areas below bridge • Included call boxes

The project is on schedule to be constructed and delivered in advance of Link light rail arriving in Northgate in 2021. SDOT and North look forward to delivering this substantial amenity to North Seattle.

Seattle Department of Transportation

NORTH SEATTLE COLLEGE
One of the Seattle Colleges

[Proposal placeholder]

To be drafted by North Seattle College

Upon Recording,
Please Return To:

Seattle Department of Transportation
P.O. Box 34996
Seattle, WA 98124-4996
Attn: Amanda Tse/Mary Jung

NORTHGATE EASEMENT AGREEMENT

Reference #s of Documents Released or Assigned:	none
Grantor:	State of Washington, State Board for Community and Technical Colleges
Grantee:	The City of Seattle, a Municipal Corporation of the State of Washington
Legal Description (abbreviated): ...	Ptn of THOSE PORS OF E ½ SEC 31-26-04 OF W ½ SEC 32-26-04; LOTS 8 THRU 14 MERIDIAN AVE ACRES OF BLK 2 HAWKES ADD; OF BLK 2 ERICKSONS IMPROVED ADD OF BLKS 1 THRU 7 BURKE & FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADD AND OF PHILLIPS ADD LY W OF PRIMARY ST HWY #1 S OF N 103RD ST; EAST OF COLLEGE WAY N (BURKE AVE) & N OF N 92ND ST; TGW ALL VACATED STS LY WITHIN LY WLY OF PSH #1, King County, WA
Assessor's Tax Parcel ID#:	Portion of 322604-9021

T2014-52A

RECITALS

A. The City of Seattle (City) wishes to develop a pedestrian bridge over Interstate 5 (I-5) with a linking trail to improve connections within the Northgate community. This project is herein referred to as the "Bridge and Trail Project."

B. The pedestrian bridge would connect a future light rail station on the east side of I-5 to the property of the State of Washington, State Board for Community and Technical Colleges (SBCTC), held on half of the North Seattle College (NSC) on the west side of I-5.

C. The pedestrian trail would extend from the bridge landing on the west side of I-5 across the SBCTC's property that is part of the NSC campus to College Way N. and N. 100th Street.

D. The SBCTC and the City have agreed to following terms, conditions, and covenants of this Northgate Easement Agreement (Easement) for an easement across the land of the SBCTC for this Bridge and Trail Project.

1. **Grant of Easement and Description.** State of Washington, State Board for Community and Technical Colleges, on Behalf of North Seattle College (Grantor), for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, hereby convey(s) and warrant(s) to the City of Seattle, on behalf of the Seattle Department of Transportation (Grantee), a bike and pedestrian path and aerial bridge easement (Easement) over, under, through, across, and along the following described property hereinafter "Easement Area" in Seattle, King County, Washington:

EASEMENT AREA DESCRIBED IN EXHIBIT "A" ATTACHED, WHICH IS A PORTION OF THE LARGER PROPERTY DESCRIBED IN EXHIBIT "B".

The term "Easement Area" used in the Easement includes, without limitation, all facilities, improvements, and fixtures of any nature that are present in or on the Easement Area at any time during the duration of the Easement.

2. **Purpose of Easement and Grantee Rights.**

a. Grantee shall have the right to use the Easement Area for the purpose of constructing, installing, reconstructing, repairing, maintaining, improving, replacing, and operating a bike and pedestrian path and aerial bridge, columns, foundations, drainage systems, retaining walls, slopes, lighting/illumination, bike/pedestrian signal systems, landscaping, irrigation systems, utility and franchise utilities subject to all applicable municipal, local, state, and federal codes, laws, and regulations and all necessary connections and appurtenances thereto including, but not limited to water, sanitary sewer and storm drainage systems, gas and electrical systems, vaults, meters, manholes, hydrants, and communication cables.

b. Grantee shall have the right to enter the Easement Area to remove impediments and alter said area as required for the above purpose, together with the right to inspect and to construct, maintain, repair and replace aerial structures within the Easement Area.

c. Grantee shall have the right to access the Easement Area across Grantor's property to enable Grantee to exercise its rights under this Easement.

d. Grantee shall have the right to access adjacent SBCTC property in addition to that depicted in Exhibit "A", as determined by the Grantee, for the purpose of removing and/or trimming trees and vegetation that are within ten (10) feet of the bike and pedestrian path and the aerial bridge which otherwise pose a risk or danger related to the use of the bike and pedestrian path and bridge.

e. Grantee shall have the right to access adjacent SBCTC property in addition to that depicted in Exhibit "A", as determined by the Grantee, for the purpose of wetland

mitigation activities, including any maintenance or monitoring required under permits for the Bridge and Trail Project.

3. **Grantee's Obligations to Coordinate Access and Repair Damage.** The Grantee shall minimize, to the extent reasonably practical, any interference with NSC operations from its use of the Easement Area and its access to the SBCTC property outside of the Easement Area. Prior to and during such access, Grantee shall coordinate with the NSC any access to minimize such interference. Grantee shall repair any damage(s) to Grantor's property resulting from such Grantee's access and compensate Grantor for any cost(s) Grantor reasonably incurs resulting from such damage(s) and the value of any residual damage(s) that Grantee is unable to reasonably cure.

4. **Grantee's Exclusive Obligation to Maintain and Repair the Easement Area.** Except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area, Grantee shall have the exclusive obligation at its sole expense to maintain and repair the Easement Area so as to provide usable and safe conditions in compliance with all applicable codes, laws, and regulations during the term of this Easement and Grantor shall have no obligation to maintain or repair the Easement Area. Subject to this exception, for purposes of the Indemnification below, no negligence of Grantor may be predicated directly or indirectly on the Grantor's alleged acts or omissions with respect to maintenance or repair of the Easement Area, including without limitation the presence of leaves, roots, debris, fallen vegetative material, overhanging branches, and overgrown vegetation in the Easement Area.

5. **Grantor's Right to Use of Easement Area.** Grantor shall retain the right to use said Easement Area so long as said use does not unreasonably interfere with the Easement rights being conveyed herein. In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. No obstructions of any kind shall be allowed within five (5) feet of Grantee's aerial bridge or appurtenances thereto. The Grantor shall make no use of the Easement Area above the aerial bridge structure, or within five (5) feet from the bottom of the aerial bridge structure.

6. **Term and Non-use Resulting in Termination.** This Easement shall be effective upon the date of its mutual execution by the parties. Thereafter, this Easement shall remain in effect for so long as it is used for the purposes described herein. Among other conditions of non-use that may result in termination, non-use that results in termination shall be deemed to have conclusively occurred if authorized use ceases for a period greater than twenty-four (24) months without a fixed and determined plan approved by the Seattle City Council to resume authorized use within thirty-six (36) months. Provided, the Grantor will not unreasonably withhold consent to an extension if timely requested prior to the deadline and reasonably required due to a disaster or force majeure event for which the City is not responsible. Upon termination, the Grantee must restore the Easement Area to the condition insofar as practicable that existed prior to effective date of this Easement; provided, the Grantor may waive such restoration requirement as to the entire Easement Area or any part thereof or facility thereon. Grantee intends to commence construction in

2019; however, delay in commencement of construction shall not be deemed to be non-use resulting in termination.

7. **Indemnification.** To the fullest extent permitted by law, including RCW 35.32A.090, Grantee shall indemnify and defend with counsel appointed as a special assistant attorney general and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, resulting or arising in part or whole, directly or indirectly from any use or condition of the Easement Area or from any act or omission relating to the Easement Area of the Grantee, its employees, or agents for whom it is vicariously liable. Grantee shall pay Grantor's attorney's fees and/or legal costs and expenses only if Grantor incurs attorney's fees and/or legal costs and expenses as a result of Grantee's breach of its obligation to defend under this Easement Agreement. Provided, nothing herein shall require the Grantee to defend or indemnify the Grantor against and hold harmless the Grantor from claims, demands or suits based solely upon the negligence of the Grantor, its employees and/or agents for whom the Grantor is vicariously liable. Provided further, if such claims or suits are caused by or result from the concurrent negligence of (a) the Grantee, its employees and/or agents for whom it is vicariously liable and (b) the Grantor, its employees and/or agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the negligence of the Grantee, its employees, and/or agents for whom it is vicariously liable.

8. **Cost-Sharing for Increased Parking Costs to NSC.** To minimize reasonably anticipated or experienced impacts to the NSC lot adjacent to the Easement Area, the NSC shall have the option to purchase and install new parking infrastructure or parking control equipment for use in this parking lot. The Grantee shall reimburse the Grantor for 50 percent of the total reasonable costs and expenses of such purchase and installation (if any) or $300,000, whichever is less, provided the Grantor invoices Grantee for its share of such purchase and installation costs no later than three years after the opening of the bike and pedestrian path and aerial bridge. Grantee shall pay such reimbursement within ninety (90) days following the NSC's submission of an invoice identifying such costs and expenses. The parties agree to binding arbitration of any dispute under this section as provided for below.

9. **Mediation of Disputes.** Except as otherwise provided in this Easement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in arbitration, or any other judicial or quasi-judicial tribunal, except as provided in this easement. Nothing in this easement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board, or arbitration.

10. **Arbitration of Disputes.** In the event that a dispute should arise under this Easement, the dispute shall be submitted to arbitration in the following manner:

a. The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator.

b. The responding party shall respond with any additional or counter statement of the issue(s) to be arbitrated and shall designate the such party's nominated arbitrator within fourteen (14) days of receipt of the initial notice.

c. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator.

d. The arbitrators shall, as promptly as the circumstances allow and within a time established by a majority vote of the arbitrators, conduct a hearing on the issues submitted to them, and shall render their decision in writing.

e. Any decision as to procedure or substance made by a majority of the arbitration panel shall be binding.

f. A decision by a majority of the arbitrators on any issue submitted shall be the decision of the arbitration panel as to that issue.

g. The arbitrators have authority to award costs to either party in accordance with the merits and good faith of the positions asserted by the parties.

h. In lieu of appointing three arbitrators in the manner set forth above, the parties may, by agreement, designate a single arbitrator.

i. Except as provided herein, the arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association and the statutes of the State of Washington pertaining to binding arbitration.

11. Grantee Responsible for ADA Compliance and Liability. Grantee shall have exclusive responsibility to construct and maintain all improvements, facilities, and other aspects of the Easement Area in compliance with the Americans with Disabilities Act including any amendments, Section 504 of the Rehabilitation Act including any amendments, and any similar state law requirements, except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area that causes a violation of any of the above legal requirements. Grantee shall not be responsible for construction, maintenance, or compliance with the ADA or Section 504 of the Rehabilitation Act for any improvements or facilities outside of the Easement Area or for any improvements or facilities that Grantor constructs within the Easement Area.

12. Running Covenant and Binding Effect. This easement shall be a covenant running with the land and shall forever bind Grantor and its successors and assigns and the Grantee and its successors and assigns.

STATE OF WASHINGTON, State Board for Community and Technical Colleges, on behalf of North Seattle College

By:_____
Name: Jan Yoshiwara
Its: Executive Director

Signed this _____day of _____, 2018

DRAFT

STATE OF WASHINGTON)
)
County of King)

On this _____ day of _____, 2018, before me personally appeared JAN YOSHIWARA, to me known to be the person authorized to execute the Instrument and acknowledged it as the EXECUTIVE DIRECTOR **of the State Board for Community and Technical Colleges, on behalf of North Seattle College,** to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned in the Instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Seal

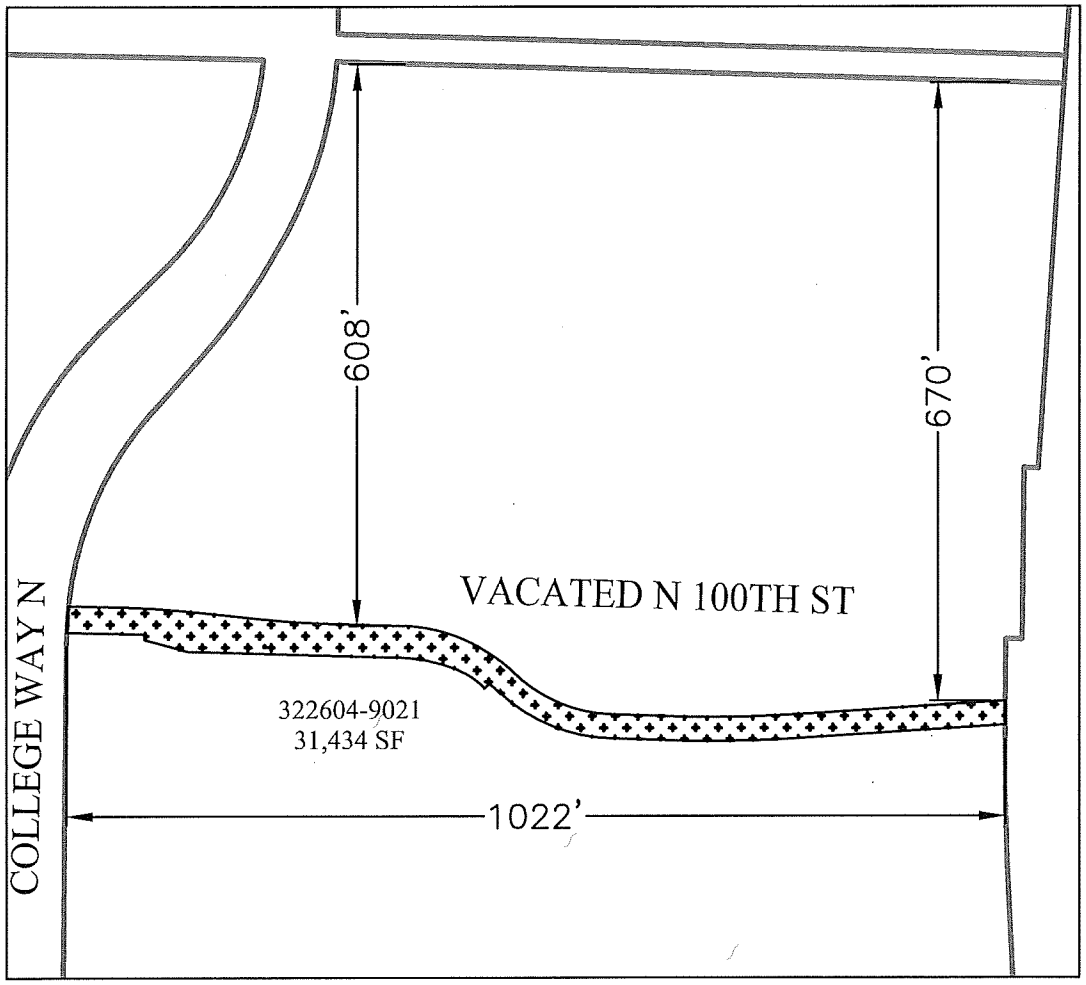
Please stay within

_____
Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment expires _____

DRAFT

Permanent Trail Easement

EXHIBIT A
NORTHGATE PEDESTRIAN & BICYCLE BRIDGE PROJECT
Tax Parcel No. 322604-9021
9600 COLLEGE WAY N, SEATTLE, WA 98103



Reviewed:

N

SCALE: 1"=200'

Initials Date

LEGEND:

Permanent Trail Easement = 31,434 SF

EXHIBIT "B"
LEGAL DESCRIPTION OF THE NSC PROPERTY

DRAFT

Upon Recording,
Please Return To:

Seattle Department of Transportation,
700 5th Ave., Ste. 3800
PO Box 34996
Seattle, WA 98124-4996
Attn: Amanda Tse/Mary Jung

STORMWATER EASEMENT

Reference #s of Documents Released or Assigned: none

Grantor: .....STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

Grantee: ..... The City of Seattle, a Municipal Corporation of the State of Washington

Legal Description (abbreviated): ... Ptn of THOSE PORS OF E ½ SEC 31-26-04 OF W ½ SEC 32-26-04; LOTS 8 THRU 14 MERIDIAN AVE ACRES OF BLK 2 HAWKES ADD; OF BLK 2 ERICKSONS IMPROVED ADD OF BLKS 1 THRU 7 BURKE & FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADD AND OF PHILLIPS ADD LY W OF PRIMARY ST HWY #1 S OF N 103RD ST; EAST OF COLLEGE WAY N (BURKE AVE) & N OF N 92ND ST; TGW ALL VACATED STS LY WITHIN LY WLY OF PSH #1, King County, WA

Assessor's Tax Parcel ID#: ..... Portion of 322604-9021

GRANTOR, **STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES, ON BEHALF OF NORTH SEATTLE COMMUNITY COLLEGE,** for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, hereby convey(s) and warrant(s) to the Grantee, **THE CITY OF SEATTLE (Seattle Department of Transportation)**, a permanent STORMWATER EASEMENT ("Easement") over, under, through, across and along the following described property in Seattle, King County, Washington:

SEE EASEMENT AREA DESCRIBED IN EXHIBIT A ATTACHED HERETO ("EASEMENT AREA"), WHICH IS OVER, UNDER, THROUGH, ACROSS, AND ALONG A PORTION OF THE LARGER PROPERTY DESCRIBED IN EXHIBIT B;

1. **Purpose of Easement and Grantee Rights.** Grantee shall have use of the Easement Area for the purpose of constructing, installing, reconstructing, repairing, maintaining, improving, replacing and operating storm water facilities, including a storm water vault and drains, and for the purpose of conveying, handling and storing storm water from Grantee's bike and pedestrian path and bridge and affiliated improvements, together with the right of access to the Easement Area across Grantor's property to enable Grantee to exercise its rights under this easement.

Grantee shall have the right, but not the obligation, to enter the Easement Area to remove structures or other impediments and to maintain the Easement Area for its intended use.

2. **Grantee's Obligations to Coordinate Access and Repair Damage.** The Grantee shall minimize, to the extent reasonably practical, any interference with North Seattle College's operations from Grantee's use of the Easement Area and its access to the Grantor's property outside of the Easement Area. Prior to and during such access, Grantee shall coordinate with North Seattle College (NSC) any access to minimize such interference. Grantee shall repair any damage(s) to Grantor's property resulting from such Grantee's access and compensate Grantor for any cost(s) Grantor reasonably incurs resulting from such damage(s) and the value of any residual damage(s) that Grantee is unable to reasonably cure.

3. **Grantee's Exclusive Obligation to Maintain and Repair the Easement Area**. Except insofar as Grantor through an affirmative act of negligence or willful misconduct causes damage to the Easement Area, Grantee shall have the exclusive obligation at its sole expense to maintain and repair the storm water facilities and related improvements within the Easement Area so as to provide usable and safe conditions in compliance with all applicable codes, laws, and regulations during the term of this Easement and Grantor shall have no obligation to maintain or repair the Easement Area. Subject to this exception, for purposes of the Indemnification below, no negligence of Grantor may be predicated directly or indirectly on the Grantor's alleged acts or omissions with respect to maintenance or repair of the Easement Area, including without limitation the presence of leaves, roots, debris, fallen vegetative material, overhanging branches, and overgrown vegetation in the Easement Area.

4. **Grantor's Right to Use of Easement Area**. Grantor shall retain the right to use said Easement Area so long as said use does not unreasonably interfere with the Easement rights being conveyed herein. In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area.

5. Term and Non-use Resulting in Termination. This Easement shall be effective upon the date of its mutual execution by the parties and shall be co-terminus with the parties' Northgate Easement Agreement (for the pedestrian/bike path and aerial bridge) entered into concurrently herewith. If the Northgate Easement Agreement is terminated in accordance with Section 6 thereof, then this Easement shall also terminate.

6. Indemnification. To the fullest extent permitted by law, including RCW 35.32A.090, Grantee shall indemnify and defend with counsel appointed as a special assistant attorney general and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, resulting or arising in part or whole, directly or indirectly from any use or condition of the Easement Area or from any act or omission relating to the Easement Area of the Grantee, its employees, or agents for whom it is vicariously liable. Grantee shall pay Grantor's attorney's fees and/or legal costs and expenses only if Grantor incurs attorney's fees and/or legal costs and expenses as a result of Grantee's breach of its obligation to defend under this Easement Agreement. Provided, nothing herein shall require the Grantee to defend or indemnify the Grantor against and hold harmless the Grantor from claims, demands or suits based solely upon the negligence of the Grantor, its employees and/or agents for whom the Grantor is vicariously liable. Provided further, if such claims or suits are caused by or result from the concurrent negligence of (a) the Grantee, its employees and/or agents for whom it is vicariously liable and (b) the Grantor, its employees and/or agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the negligence of the Grantee, its employees, and/or agents for whom it is vicariously liable.

7. Mediation of Disputes. Except as otherwise provided in this Easement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in arbitration, or any other judicial or quasi-judicial tribunal, except as provided in this easement. Nothing in this easement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board, or arbitration.

8. Arbitration of Disputes. In the event that a dispute should arise under this Easement, the dispute shall be submitted to arbitration in the following manner:

a. The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator.

b. The responding party shall respond with any additional or counter statement of the issue(s) to be arbitrated and shall designate the such party's nominated arbitrator within fourteen (14) days of receipt of the initial notice.

c. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator.

d. The arbitrators shall, as promptly as the circumstances allow and within a time established by a majority vote of the arbitrators, conduct a hearing on the issues submitted to them, and shall render their decision in writing.

e. Any decision as to procedure or substance made by a majority of the arbitration panel shall be binding.

f. A decision by a majority of the arbitrators on any issue submitted shall be the decision of the arbitration panel as to that issue.

g. The arbitrators have authority to award costs to either party in accordance with the merits and good faith of the positions asserted by the parties.

h. In lieu of appointing three arbitrators in the manner set forth above, the parties may, by agreement, designate a single arbitrator.

i. Except as provided herein, the arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association and the statutes of the State of Washington pertaining to binding arbitration.

9. Running Covenant and Binding Effect. This easement shall be a covenant running with the land and shall forever bind Grantor and its successors and assigns and the Grantee and its successors and assigns.

STATE OF WASHINGTON, State Board for Community and Technical Colleges, on behalf of North Seattle Community College

By:_____
Name: Jan Yoshiwara
Its: Executive director

Signed this _____day of _____, 2018

STATE OF WASHINGTON)
)
County of King)

On this _____ day of _____, 2018, before me personally appeared JAN YOSHIWARA, to me known to be the person authorized to execute the Instrument and acknowledged it as the EXECUTIVE DIRECTOR **of the State Board for Community and Technical Colleges, on behalf of North Seattle Community College,** to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned in the Instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Seal Please stay within

_____
Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment expires _____

DRAFT

Exhibit A

Northgate Pedestrian and Bicycle Bridge

THIS PAGE TO BE REPLACED WITH A PDF "EXHIBIT PAGE" SHOWING THE EASEMENT AREA.

EXHIBIT B
LEGAL DESCRIPTION OF THE NSC PROPERTY

DRAFT

Upon Recording,
Please Return To:

Seattle Department of Transportation,
700 5th Ave., Ste. 3800
PO Box 34996
Seattle, WA 98124-4996
Attn: Amanda Tse/Mary Jung

TEMPORARY CONSTRUCTION AND STAGING EASEMENT

Reference #s of Documents Released or Assigned: none

Grantor: .....STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES

Grantee: ..... The City of Seattle, a Municipal Corporation of the State of Washington

Legal Description (abbreviated): ... Ptn of THOSE PORS OF E ½ SEC 31-26-04 OF W ½ SEC 32-26-04; LOTS 8 THRU 14 MERIDIAN AVE ACRES OF BLK 2 HAWKES ADD; OF BLK 2 ERICKSONS IMPROVED ADD OF BLKS 1 THRU 7 BURKE & FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADD AND OF PHILLIPS ADD LY W OF PRIMARY ST HWY #1 S OF N 103RD ST; EAST OF COLLEGE WAY N (BURKE AVE) & N OF N 92ND ST; TGW ALL VACATED STS LY WITHIN LY WLY OF PSH #1, King County, WA

Assessor's Tax Parcel ID#: ..... Portion of 322604-9021

GRANTOR, **STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES, ON BEHALF OF NORTH SEATTLE COMMUNITY COLLEGE,** for and in consideration of mutual and offsetting benefits, other valuable consideration and the covenants and promises of the City hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, hereby convey(s) and warrant(s) to the Grantee, **THE CITY OF SEATTLE**, a TEMPORARY CONSTRUCTION AND STAGING ("Easement") over, under, through, across and along the following described property in Seattle, King County, Washington:

SEE EASEMENT AREA DESCRIBED IN EXHIBIT A ATTACHED HERETO ("EASEMENT AREA"), WHICH IS OVER, UNDER, THROUGH, ACROSS, AND ALONG A PORTION OF THE LARGER PROPERTY DESCRIBED IN EXHIBIT B;

1. **Purpose of Easement and Grantee Rights.** Grantee, its agents, contractors and permittees, shall have use of the Easement Area for the purpose of **project construction, staging and access** related to Grantee's construction of a bike and pedestrian path and aerial bridge and related storm water drainage and appurtenances. When deemed necessary by Grantee for staging or construction, Grantee may fence all or a portion of the Easement Area from time to time during the Term. Grantee's right to use the Easement Area will be exclusive during the term of the Easement for those areas labeled "Temporary Construction Easement" and shall be non-exclusive for those areas labeled "Temporary Construction Easement, Access Only."

2. **Grantee's Obligations to Coordinate Access and Repair Damage.** The Grantee shall minimize, to the extent reasonably practical, any interference with North Seattle College operations from Grantee's use of the Easement Area for shared access. Grantee shall coordinate its access with North Seattle College (NSC) to minimize such interference. Grantee shall repair any damage(s) to Grantor's property resulting from Grantee's access and construction staging and compensate Grantor for any cost(s) Grantor reasonably incurs resulting from such damage(s) and the value of any residual damage(s) that Grantee is unable to reasonably cure.

3. **Indemnification.** To the fullest extent permitted by law, including RCW 35.32A.090, Grantee shall indemnify and defend with counsel appointed as a special assistant attorney general and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, resulting or arising in part or whole, directly or indirectly from any use or condition of the Easement Area or from any act or omission relating to the Easement Area of the Grantee, its employees, or agents for whom it is vicariously liable. Grantee shall pay Grantor's attorney's fees and/or legal costs and expenses only if Grantor incurs attorney's fees and/or legal costs and expenses as a result of Grantee's breach of its obligation to defend under this Easement Agreement. Provided, nothing herein shall require the Grantee to defend or indemnify the Grantor against and hold harmless the Grantor from claims, demands or suits based solely upon the negligence of the Grantor, its employees and/or agents for whom the Grantor is vicariously liable. Provided further, if such claims or suits are caused by or result from the concurrent negligence of (a) the Grantee, its employees and/or agents for whom it is vicariously liable and (b) the Grantor, its employees and/or agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the negligence of the Grantee, its employees, and/or agents for whom it is vicariously liable.

4. Mediation of Disputes. Except as otherwise provided in this Easement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties agree that mediation shall precede any action in arbitration, or any other judicial or quasi-judicial tribunal, except as provided in this easement. Nothing in this easement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a dispute resolution board, or arbitration.

5. Arbitration of Disputes. In the event that a dispute should arise under this Easement, the dispute shall be submitted to arbitration in the following manner:

a. The party seeking arbitration shall submit to the other party a statement of the issue(s) to be arbitrated and shall designate such party's nominated arbitrator.

b. The responding party shall respond with any additional or counter statement of the issue(s) to be arbitrated and shall designate the such party's nominated arbitrator within fourteen (14) days of receipt of the initial notice.

c. The two arbitrators thus nominated shall proceed promptly to select a third arbitrator.

d. The arbitrators shall, as promptly as the circumstances allow and within a time established by a majority vote of the arbitrators, conduct a hearing on the issues submitted to them, and shall render their decision in writing.

e. Any decision as to procedure or substance made by a majority of the arbitration panel shall be binding.

f. A decision by a majority of the arbitrators on any issue submitted shall be the decision of the arbitration panel as to that issue.

g. The arbitrators have authority to award costs to either party in accordance with the merits and good faith of the positions asserted by the parties.

h. In lieu of appointing three arbitrators in the manner set forth above, the parties may, by agreement, designate a single arbitrator.

i. Except as provided herein, the arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration

Association and the statutes of the State of Washington pertaining to binding arbitration.

6. Term and Binding Effect. This Easement shall be binding on the parties, their successors and assigns. The City shall provide North Seattle College with a minimum of 30 days prior written notice identifying the start date of the temporary construction easement; in any case no sooner than January 1, 2019. The term of the temporary construction easement shall automatically terminate without further action by the Grantor or the City on the earlier to occur of: (1) twenty-four (24) months after the start date of the temporary construction easement or (2) the date the City notifies the Grantor that the use of the temporary construction easement by the City is no longer required in connection with the Northgate Pedestrian and Bicycle Bridge Project, or (3) September 30, 2021.

STATE OF WASHINGTON, State Board for Community and Technical Colleges, on behalf of North Seattle Community College

By:_____
Name: Jan Yoshiwara
Its: Executive director

Signed this _____day of _____, 2018

DRAFT

STATE OF WASHINGTON)
)
County of King)

On this _____ day of _____, 2018, before me personally appeared JAN YOSHIWARA, to me known to be the person authorized to execute the Instrument and acknowledged it as the EXECUTIVE DIRECTOR **of the State Board for Community and Technical Colleges, on behalf of North Seattle Community College,** to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned in the Instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Seal

Please stay within

_____
Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment expires _____

DRAFT

Exhibit A

Northgate Pedestrian and Bicycle Bridge

THIS PAGE TO BE REPLACED WITH A PDF "EXHIBIT PAGE" SHOWING THE EASEMENT AREA.

EXHIBIT B
LEGAL DESCRIPTION OF THE LARGER PROPERTY

DRAFT

SEPA MITIGATED DETERMINATION OF NON-SIGNIFICANCE (MDNS)
SEATTLE DEPARTMENT OF TRANSPORTATION
NORTHGATE PEDESTRIAN AND BICYCLE BRIDGE PROJECT

Description of proposal: SDOT is proposing to build a pedestrian/bicycle bridge over Interstate 5 (I-5) and pedestrian and bicycle facilities along 1st Ave NE in the Northgate neighborhood of Seattle, WA.

Proponent: City of Seattle, Department of Transportation (SDOT)
Seattle Municipal Tower
700 Fifth Ave, Suite 3900
P.O. Box 34966
Seattle, WA 98124-4996

Location of proposal including street address, if any: The project will be located in the Northgate area of Seattle, WA generally bounded by College Way N on the west, First Avenue NE on the east, Northgate Way on the north and N 92nd Street on the south. This project area is bisected by I-5.

Lead Agency: SDOT

SDOT has determined that this proposal would not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information may be examined in the Seattle Department of Construction and Inspections Public Resource Center at 700 Fifth Ave., Suite 2000, Seattle, WA, 98104. Documents are also available at the Seattle Central Library at 1000 Fourth Ave., Seattle, WA, 98104, Northgate Branch of the Seattle Public Library at 10548 Fifth Ave NE, Seattle WA 98125, or on the project website at: http://www.seattle.gov/transportation/projects-and-programs/programs/bridges-stairs-and-other-structures/bridges/northgate-pedestrian-and-bicycle-bridge

☐ There is no comment period.

☐ This DNS is issued after using the optional DNS process in WAC 197-11-355 and Seattle Municipal Code (SNC) 25.05.355. There is no further comment period on the DNS.

X This MDNS is issued under WAC 197-11-340(2) and Seattle Municipal Code (SMC) 25.05.340; the lead agency will not act on this proposal for 14 days from the issue date below. **Comments must be submitted by 5:00 p.m. Monday, April 16, 2018**

Issue Date: April 2, 2018

SEPA Responsible Official: Goran Sparrman, Interim Director, SDOT

Signature _____ Date 3/27/18

Agency contact: Amanda Tse, Project Manager **Telephone**: 206-727-8709
e-mail address: Amanda.Tse@seattle.gov

Any interested person may appeal this DNS by submitting a Notice of Appeal and a $85.00 filing fee to the Office of the Hearing Examiner located at 700 Fifth Ave, Suite 4000, Seattle; mailing address: P.O. Box 94729, Seattle, WA 98124-4729; telephone: (206) 684-0521. **The appeal must be filed no later than 5:00 p.m. Monday, April 23, 2018**. The appellant should be prepared to make specific factual objections. See SMC 25.05.680 A(2)(a)(ii) for SEPA appeal procedures.

SDOT

Seattle Department of Transportation

The Northgate Pedestrian and Bicycle Bridge
Seattle, Washington

SEPA Checklist

March 21, 2018

STATE ENVIRONMENTAL POLICY ACT (SEPA) ENVIRONMENTAL CHECKLIST

A. BACKGROUND

1. **Name of proposed project, if applicable:** The Northgate Pedestrian and Bicycle Bridge

2. **Name of applicant:** Seattle Department of Transportation (SDOT)

3. **Address and phone number of applicant and contact person:**

   Amanda Tse, Project Manager
   Seattle Department of Transportation
   PO Box 34996
   Seattle Municipal Tower
   700 5th Avenue, #3900
   Seattle, WA 98124-4996
   206-727-8709
   amanda.tse@seattle.gov

4. **Date checklist prepared:** March 21, 2018

5. **Agency requesting checklist:** SDOT

6. **Proposed timing or schedule (including phasing, if applicable):**

   Project construction is scheduled for 2019-2020.

7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**

   There are no future plans or further activity related to or connected with this proposal.

8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

   - Draft Northgate Pedestrian/Bicycle Bridge Project Wetland Discipline Report, March, 2018
   - Draft Northgate Pedestrian/Bicycle Bridge Project Fish, Wildlife, and Vegetation Technical Memorandum, March, 2018

- Draft Northgate Pedestrian/Bicycle Bridge Project Section 4(f) Technical Memo, March 2018
- Draft Northgate Pedestrian/Bicycle Bridge Project Environmental Justice Technical Memorandum, March 2018
- Draft Northgate Pedestrian/Bicycle Bridge Project Hazardous Materials Technical Memorandum, March, 2018
- Northgate Pedestrian/Bicycle Bridge Project Type Size and Location Report, Integrity Engineering. November 11, 2017
- Draft Northgate Pedestrian/Bicycle Bridge Transportation Analysis Technical Memorandum, Fehr & Peers. July 28, 2017
- Preliminary Geotechnical Report, Northgate Bridge: Pedestrian and Bicycle Facility, HWA Geosciences, 2017
- Northgate Pedestrian/Bicycle Bridge Geotechnical Engineering Report, Hart Crowser, November 22, 2016
- Northgate Pedestrian/Bicycle Bridge Project Cultural Resources Assessment, ESA, December, 2015
- Station Access Data Analysis and Application to Northgate Station, Kittelson & Associates, May 2013
- Northgate Pedestrian Bridge Feasibility Study, King County Department of Transportation, December 2012
- Sound Transit North Link Final Supplemental Environmental Impact Statement, March, 2006
- Sound Transit, Central Link Project: North Link SEPA Addendum, 2012
- North Seattle College Housing Feasibility Study, 2017

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

The North Seattle College (NSC) is investigating development of student housing on campus. The College would like to build a 300-400 bed facility for students. A location has not been identified. The goal of the student housing is to provide on-campus housing for domestic and international students, including affordable housing for low income, homeless students.

10. List any government approvals or permits that will be needed for your proposal, if known.

- Federal Highway Administration (FHWA) National Environmental Policy Act (NEPA), Documented Categorical Exclusion
- US Army Corps of Engineers, Section 404 Clean Water Act Nationwide Permit 14, Linear Transportation Projects
- Washington State Department of Ecology, Section 401 Water Quality Certification
- Washington State Department of Ecology, National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit
- Washington Department of Fish and Wildlife, Hydraulic Project Approval
- King County, Waste Discharge Permit (for dewatering)
- Seattle Department of Construction and Inspections (SDCI)
    - Environmentally Critical Areas Approval
    - Stormwater/Drainage Approval
    - Building Permit
    - Electrical Permit
- NSC, Permanent Easement Agreement
- Washington State Department of Transportation (WSDOT) Trail Lease Agreement

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

SDOT is proposing to build a non-motorized transportation corridor between the east and west sides of the Northgate community, helping knit together a neighborhood historically divided by Interstate 5 (I-5), a 10-lane highway. The project will provide a link to the King County Metro Transit Center that currently serves over 6,000 passengers a day, and the planned Sound Transit Link Light Rail station that is expected to serve over 15,000 passengers per day. The project will connect transit, retail and office uses on the east side of I-5 with residential neighborhoods and the NSC on the west side.

The key elements of the Northgate Pedestrian and Bicycle Bridge Project include:

- A 16 foot-wide and 1900-foot long pedestrian/bicycle facility, including a 360-foot crossing of I-5

- On the east side of I-5, ramps will connect to grade level at 1st Avenue NE and NE 100th Street. A bridge connection over 1st Avenue NE will connect to the Northgate Link Light Rail station
- On the west side of I-5 the bridge will transition to an earthfill embankment with retaining walls and touch down on the NSC campus
- The western 400 feet of the pedestrian/bicycle corridor will connect to College Way N and vacated N 100th Street via a 16-foot wide multi-use path
- A 10-foot wide protected bike lane will be provided along the west side of 1st Avenue NE from NE 92nd Street to NE 103rd Street. A multi-use path will continue on the east side of the street to Northgate Way

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The project will be located in the Northgate area of Seattle (Figures 1 and 2). The project area is generally bounded by College Way N on the west, 1st Avenue NE on the east, Northgate Way on the north and N 92nd Street on the south. This project area is bisected by I-5. The eastern and middle portions of the project are on land owned by WSDOT and on SDOT and WSDOT right-of-way. The western portion of the project lies within WSDOT right-of-way and on land owned by the NSC. Staging will occur on the NSC campus and on the WSDOT park and ride (Figure 3).

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site: *[Check the applicable boxes]*

☐ Flat ☐ Rolling X Hilly X Steep Slopes ☐ Mountainous
X Other: (identify)

The project site lies within the headwaters of Thornton Creek. It consists of the core NSC campus buildings, walkways, parking lots, trails, wetlands and undisturbed areas. The western portion of the proposed bridge is at a ground elevation of about 250 feet. The NSC campus rises on the west to an elevation of about 280 to 290 feet. The I-5 freeway to the east is on an artificial embankment

12 to 20 feet high with southbound lanes at an elevation of about 270 feet and climbing to an elevation of about 300 feet at N 92nd Street. The east side of I-5 is at an elevation of about 250 feet at NE 100th Street and 1st Avenue NE.

b. What is the steepest slope on the site (approximate percent slope)?

Slopes on the NSC campus are generally shallow, at approximately 6%, with some smaller slopes adjacent to wetlands and watercourses at over 50%. The fill embankments for I-5 are at an approximately 50% slope.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Eight soil units were found on the bridge corridor[1]:

- Fill
- Soft Clay/Silt
- Medium Dense Sand/Gravel
- Glacial Till
- Advance Outwash
- Glacio-lacustrine deposits
- Hard Organic Silt/Peat
- Very Dense Sand/Gravel

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

The western half of the proposed bridge structure is underlain by thin fill deposits and very dense glacial till soils. These soils will generally provide good support for the proposed improvements. A small pocket of potentially liquefiable fill was observed near Pier 4 at the contact between the fill and underlaying glacial till.[2]

[1]Source: HWA Geosciences, 2017.
[2] Ibid.

The main span of the bridge structure is underlain by dense to very dense fill soils and glacial soils at depth. These soils will provide good bearing for the bridge foundation in this area.

The eastern portion of the bridge is underlain by near surface soft clays and silts. These soils are compressible in nature and will undergo consolidation settlement upon the application of load. These soils are underlain by very dense glacial soils at depth[3].

According to the City of Seattle's GIS data, the project is located in Peat Settlement Prone and Steep Slope Environmentally Critical Areas (ECA). Additionally, a peat layer was noted in the geotechnical investigations on the east side of the project.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate the source of fill.

Grading, fill and excavation will be required for:

- **Bridge footings and columns** - Ground disturbance for 17 bridge support piers and abutments would be about 7,000 square feet. The west embankment approach to the bridge will be fill supported by retaining structures up to a height of about 20 feet. Fill quantity is estimated at about 2,500 cubic yards.

- **Staging areas** - On the west side of I-5, ground disturbance for excavation and grading including staging areas would be about 60,000 square feet. On the east side of I-5 ground disturbance for excavation and grading including staging areas would be about about 56,000 square feet.

- **Drainage -** A new stormwater detention vault will be installed on the west side of I-5, near the NSC north parking lot. Approximately 300 cubic yards of existing soil will be removed for the installation of the vault.

[3] Ibid.

- **Retaining walls** -A portion of the east approach will be fill supported by retaining walls up to a height of about 11 feet. Fill quantity is estimated at about 460 cubic yards.

- **Wetlands** – Wetland 5 will be reconfigured to allow room for the west bridge approach. Approximately 500 feet of Wetland 5 will be filled. The North Watercourse will be filled to accommodate the east bridge landing and protected bike lane in 1st Avenue NE. One hundred and fifty (150) feet of the North Watercourse will be filled.

The fill source is expected to be a commercial quarry site to be identified by the project contractor.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Disturbed portions of the project area, including fill slopes and stockpiles, would be susceptible to erosion during staging and construction prior to re-establishment of permanent ground cover.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

The project area consists of three distinct sections: the NSC campus, the area over I-5, and the area east of I-5 which includes the east approach and pedestrian/bicycle facilities along 1st Avenue NE. Currently, the 65-acre NCS campus is covered with approximately 35 acres of impervious surface or 55%. The project will add approximately 0.61 acres of new impervious surface to the NSC campus. The percent of impervious surface on the NSC campus after construction of the project will increase slightly to 56%.

The area over I-5 is currently covered with nearly 98% impervious surface. The bridge span across I-5 will add 0.215 acres of impervious surface. This will not change the percent of impervious surface in this area after the project is constructed.

The east side of I-5 where the east approach will land consists of the I-5 berm, the WSDOT park and ride lot, North Watercourse and 1st Avenue NE. This area consists of approximately 95% impervious surface. New facilities will add

approximately 2.4 acres of impervious surface. The approach ramp will add 0.659 acres and the 1st Avenue protected bike lane and multi-use path impervious area will add approximately 1.7 acres. This will slightly increase the percent of impervious surface after the project is constructed.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

The contractor will develop a Stormwater Pollution Prevention Plan (SWPP) as specified in the Ecology NPDES Construction Stormwater General Permit. The SWPPP will describe erosion control Best Management Practices (BMPs) to reduce and control erosion and impacts to water quality.

In addition, the project is being designed to account for liquefiable soils on the site. Pier 4 has been designed to withstand liquefaction and light weight fill soils will be added at the eastern bridge approach. The project will also be designed to meet development standards for Steep Slope Areas (SMC 25.09.09). Subsurface foundations will be designed to meet development standards for Peat Settlement Prone Areas (SMC 25.09.11).

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Construction air emissions would result from exhaust from internal-combustion engine powered construction equipment, which is expected to be the predominant power mode for the site. Dust will be generated during excavation, clearing and grading activities.

Operation of the bridge and bicycle facilities will not generate air emissions. Maintenance of the facility could result in short-term emissions from internal-combustion engine powered equipment.

Construction greenhouse gas emissions will result primarily from fuel used in construction equipment and embodied emissions in materials such as concrete and steel. Operation emissions may come from facilities such as lighting, however since Seattle has a carbon neutral electrical supply, no greenhouse

gas emissions will occur. Maintenance emissions would come from equipment used to maintain the facility, including periodic washing and trimming of trees adjacent to the facility, and occur over the project's lifespan.

Construction Greenhouse gas emissions will result primarily from fuel used to run construction equipment and embodied emissions in materials such as concrete and steel.

Operation emissions may come from facilities such as lighting. However, since Seattle has a carbon neutral electrical supply, no greenhouse gas emissions will occur. Maintenance emissions would come from equipment used to maintain the facility, including periodic washing and trimming of trees. Because the project will not change traffic operations, greenhouse gas emissions from traffic are not expected to change.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

The I-5 freeway is the largest source of off-site emissions in the area. Other emissions in the area are from combustion powered space heating in commercial and residential buildings. These emissions will not affect the project.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Pedestrian and bicycle use of the project will not cause emissions so measures to reduce or control emissions are not proposed.

Emissions from construction equipment will result from use of internal combustion engines. Use of newer lower emission diesel engines during construction may be used to reduce emissions from that source.

Dust generated during construction will be controlled following dust suppression best management practices specified in Volume 2 of the City of Seattle's Stormwater Manual, Construction Stormwater Control.

3. Water

a. Surface:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There are numerous wetlands and several watercourses in the project area and in the vicinity of the project (Figure 4).

On the NSC campus there are seven wetlands (Wetlands 1-7) shown in Figure 4. All wetlands are connected hydraulically either by pipe, surface-flow or groundwater. Wetland 5 is associated with a surface drainage course parallel to and south of vacated N 100th Street. This wetland drains directly into Wetland 6, the "Surge Pond".

West of the project area, a wetland constructed as a stormwater detention facility is located at 10049 College Way N on the Seattle Police North Precinct site. This wetland drains across College Way N into Wetland 1.

On the east side of I-5, there are four wetlands (Wetlands A, D, E, F shown in Figure 5) two ditches (Ditch 1 and 2), and two watercourses (North and South watercourses). The South Watercourse receives water from NSC Wetland 6 via a 72" culvert that crosses I-5 along the vacated N 100th Street alignment. The North Watercourse receives water from the I-5 right-of-way.

The North and South Watercourses flow via pipes in NE 100th Street to a water quality treatment facility that conveys flows through Thornton Place, a condominium development. From here, water is discharged downstream to the South Branch of Thornton Creek at NE 103rd Street and 5th Avenue NE via a 0.18 mile of enclosed drainage and 0.15 mile of open channel.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Permanent impacts to wetlands on the west side of I-5 will occur at the west end of Wetland 5 which will be re-aligned to accommodate the west bridge approach. Approximately 80 cubic yards of fill will be placed

resulting in about 500 square feet of wetland impact. The western end of Wetland 5 will be realigned to the north resulting in an area of wetland creation approximately equivalent to the area being filled. The existing 36-inch Corrugated Metal Pipe (CMP) that discharges water into the wetland will be re-routed to discharge to the upstream end of re-aligned Wetland 5.

On the east side of I-5, portions of the North Watercourse riparian corridor will be filled to accommodate the east landing of the bridge. This will reduce the length of available stream habitat. Approximately, 130 feet of existing stream channel will be filled and the vegetation in this area will be removed to accommodate the landing.

Installation of the protected bike lane along the western edge of 1st Avenue NE will require filling a sliver of the northern portion of the North Watercourse. Proposed culverts will be used to convey stream flows downstream into the existing 72-inch pipe that conveys current flows downstream.

Construction impacts on the west side of I-5 include temporary impacts to Wetlands 4, 5 and 6. At Wetland 4, construction equipment will access this portion of the alignment from I-5 resulting in 0.021 acre (910 square feet) of temporary impact. At Wetland 6, the bridge truss will be staged across the north end of the wetland (construction equipment will not enter the wetland), resulting in 0.085 (3,700 square feet) of temporary impact.

Construction impacts on the east side of I-5, including hand clearing of trees and brush to allow construction of the bridge, will occur near the north and south ends of the North Watercourse with temporarily impacts to approximately 430 square feet of the watercourse.

The project will not impact Thornton Creek which is 1.5 miles downstream from the project. However, depending on permit requirements, it is possible that off-site mitigation will take place on downstream sections of Thornton Creek that would result in temporary construction impacts. Impacts from off-site mitigation will be evaluated in separate environmental documents.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Permanent fill on the west side of I-5 includes approximately 80 cubic yards in Wetland 5 resulting in 500 square feet of permanent wetland impact. The fill is needed to facilitate the bridge transition to the pedestrian/bike trail on N 100th Street.

Bridge construction and installation of Piers 5 and 6 will permanently impact 90 square feet (0.002 acres) of the buffer of Wetland 6.

Staging of the bridge truss and construction access will temporarily impact 0.449 acre (19,550 square feet) of Wetland 6 buffer.

One hundred and thirty feet (200 cubic yards) of the North Watercourse on the east side of I-5, will be filled.

The fill source is expected to be a commercial quarry site to be identified by the project contractor.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No surface water withdrawals or diversions are proposed. All watercourses and wetlands will continue their existing patterns of recharge and discharge. Temporary diversion of water in watercourses containing fish may be required prior to and during fill operations.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No floodplains are designated on the site or in the vicinity by the SDCI GIS maps or Federal Emergency Management Agency (FEMA) floodplain map number 53033C0329F.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No waste material will be discharged to surface waters.

b. Ground:

1) Will ground water be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No groundwater will be withdrawn for drinking purposes.

Dewatering of groundwater will be required for the construction of the piers and stormwater detention vault. All water encountered during excavation activities will be pumped either to holding tanks or temporarily into the next excavation location to aid in construction. This recycled water will help stabilize the banks of the excavation and be used for cement production for construction. Although there is no indication of contaminated groundwater at the project location, if any potentially contaminated water is encountered, it will be contained in tanks, or discharged to sanitary sewer as allowed through a King County Waste Discharge Permit obtained by the project.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals . . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

No waste material will be discharged to the ground.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The source of runoff from the project will be stormwater flow from new and replaced impervious surface, largely consisting of the bridge and approaches and the trail connection to College Way N. The majority of the impervious surface will be from non-pollution generating surfaces.

Stormwater flow control facilities are proposed in accordance with City of Seattle standards. This includes a detention vault on the west side of the project and on-site stormwater BMPs on the east side.

All stormwater will continue to discharge into surface waters within the project area at the same locations as current drainage patterns and will eventually discharge to Thornton Creek near NE 103rd Street and 5th Avenue NE. Thornton Creek flows into Lake Washington.

2) Could waste materials enter ground or surface waters? If so, generally describe.

No waste material will be discharged to surface or ground waters. Permanent surface water discharges are limited to stormwater from the bridge, associated approaches and the 1st Avenue NE multi-use bike and pedestrian path. These facilities will be used by pedestrians and bicyclists and will have very low levels of pollutants. Detention facilities will be required to meet the Seattle Stormwater Code and Manual requirements. However, water quality treatment facilities are not triggered by the code. On-site stormwater detention and BMPs are required and will be implemented in compliance with the code.

During construction inadvertent spills may occur from sources such as fuel for construction equipment.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No. Stormwater drainage from proposed facilities will discharge to existing surface water and existing drainage patterns will be maintained within existing discharge areas.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Stormwater facilities for permanent surface water discharges will include collection and detention consistent with the City of Seattle Stormwater Code and Manual which will mitigate any impacts to acceptable levels as defined by the codes. Stormwater on the west side of the project will be collected and

directed to a stormwater detention facility. The outflow from the facility will meet both the Wetland Protection, Pre-Developed Pasture, and Peak Flow standards per SMC 22.805.080. Stormwater runoff on the east side will be managed using on-site stormwater BMPs to mitigate both the flows and water quality from the site per SMC 22.805.070.

Specific BMP's for groundwater containment, treatment, and disposal will be part of the National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit, Washington State Department of Ecology 401 Water Quality Certification process, and local agency permits and will follow City of Seattle standard specifications.

The SWPPP and a Spill Prevention Plan required by the City of Seattle will include provisions for any groundwater pumping that may be required for dewatering and will include contingency planning for any inadvertent spills that might result in discharge to surface or ground water.

4. Plants

a. Types of vegetation found on the site: *[Check the applicable boxes]*

X Deciduous trees: **X** Alder **X** Maple ☐ Aspen ☐ Other: (identify)
X Evergreen trees: **X** Fir **X** Cedar **X**Pine ☐ Other: (identify)
X Shrubs
X Grass
☐ Pasture
☐ Crop or grain
☐ Orchards, vineyards, or other permanent crops
X Wet soil plants: **X** Cattail **X** Buttercup ☐ Bulrush ☐ Skunk cabbage
☐ Other: (identify)
☐ Water plants: ☐ water lily ☐ eelgrass ☐ milfoil ☐ Other: (identify)
X Other types of vegetation: (identify) landscaping

b. What kind and amount of vegetation will be removed or altered?

Construction of the bridge and approach embankments, as well as the trail connection to College Way N will involve a variety of temporary and permanent displacements of both natural and introduced landscaping.

On the west side of I-5:

- Permanent clearing for the approach embankment and safe sightlines on the NSC campus will displace about 7,000 square feet of largely mowed grass and remove up to 52 trees.
- Permanent clearing for the overhead structure will remove 5 – 10 trees in WSDOT right-of-way.
- Permanent impacts to Wetland 5 will be about 500 square feet of vegetation removal.
- Permanent impacts to the Wetland 1 buffer will be about 370 square feet of removal of mixed native, ornamental, and invasive vegetation for addition of a new section of sidewalk.
- Temporary clearing for construction and staging of the approach embankment on the west side will displace about 17,700 square feet of largely mowed grass and six trees and may require pruning or removal of some additional trees.
- Temporary impacts to Wetland 4 vegetation from construction equipment access will be about 910 square feet.
- Temporary impact to Wetland 6 from the bridge truss staging across the north end of the wetland will be about 3,700 square feet of wetland vegetation although construction equipment will not enter the wetland.
- Temporary impacts to the buffer associated with Wetland 1 will be about 1,600 square feet of clearing of mixed native, ornamental, and invasive vegetation.
- Staging along vacated N 100th Street and Corliss Avenue N will impact about 28,000 square feet of grass and undergrowth. Some adjacent mixed shrubs and trees may be removed or pruned.

On the east side of I-5:

- Permanent removal of 15 trees for placement of ramp structure.
- Permanent impacts to the North Watercourse will be about 130 linear feet of habitat.
- Temporary impacts to the North Watercourse will include a total of 430 square feet of habitat at the south end and east edge.

c. List threatened or endangered species known to be on or near the site.

There are no known endangered or listed vegetation species on or near the site.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

All vegetation displaced in staging areas will be replaced in-kind by native species in wetland and wetland buffer areas and by appropriate native and ornamental vegetation in trail and access road areas. Native and ornamental landscaping may be installed, as specified with agreement with the NSC, to compensate for vegetation removed by permanent facilities consistent with the requirements of regulatory agencies.

Native vegetation on stream corridors downstream of the site may be enhanced as part of mitigation requirements of state and federal permits to replace vegetation removed within streams wetlands and their buffers.

The project will also comply with vegetation mitigation requirements in the City of Seattle ECA regulations (SMC 25.09) which addresses wetland and steams and their buffers and in the Seattle Tree Protection Code (SMC 25.11).

e. List all noxious weeds and invasive species known to be on or near the site.

No state or local listed "noxious weeds" are known to be present on or near the site.

A range of invasive species including English ivy, Japanese knotweed, Himalayan and evergreen blackberry, and other species are endemic in the Seattle area and are regularly controlled by the City and other agencies such as NSC.

5. Animals

a. Birds and animals which have been observed on or near the site or are known to be on or near the site: *[Check the applicable boxes]*

Birds: **X** Hawk **X** Heron **X** Eagle **X** Songbirds
☐ Other: (identify)

Mammals: ☐ Deer ☐ Bear ☐ Elk **X** Beaver
X Other:(identify): Coyote, rats, mice

Fish: ☐ Bass **X** Salmon **X** Trout ☐ Herring
☐ Shellfish ☐ Other: (identify)

Bald eagles, protected by the Migratory Bird Treaty Act and the Bald and Golden Eagle Act, have mapped breeding areas in several locations several miles from the project. The nearest nesting territory is mapped near the mouth of Pipers Creek and two nesting territories are mapped adjacent to Green Lake, which is located over two miles southwest of the study areas. Neither nesting territory will be adversely affected by the proposed bridge construction because of the distance from the project.

West of I-5 the large, open water wetland (Wetland 6) attracts a variety of water-associated bird species, such as gulls, ducks, geese, and cormorants. These species likely use the wetland primarily for foraging, rather than nesting, due to the proximity of I-5.

Bird species typically adapted to urban environments such as American robins and European starlings, are likely present.

Numerous small mammals likely use the project area. These include species that can tolerate or benefit from human disturbance, using landscape vegetation, structures, garbage cans, and other human features for foraging, movement, shelter, and potentially even breeding sites. Examples include mammals such as the Norway rat, eastern gray squirrel, raccoon, possum and other species tolerant of an urban environment.

Large native mammals such as deer are not present due to lack of habitat and migration routes. Beaver and other aquatic mammals use watercourses and wetlands in the vicinity and on the site.

Amphibians, such as the Pacific tree frog (Pseudacris regilla) are monitored by students through several Ecology classes taught by Professor John Figge as part of the NSC Ecology curriculum (Figge, 2017) and are primarily found in and adjacent to Wetland 2 on the NSC campus as shown in Figure 4. The corridor from Wetland 1 and Wetland 2 are heavily used by tree frogs for all life stages. These areas will not likely to be impacted by this project and all efforts to minimize disturbance during construction will be made including temporary fencing to minimize disturbance.

Amphibians are an important part of forest and aquatic ecosystems, and they are very sensitive to environmental changes. Their populations have been declining world-wide as a result of environmental stresses including increases in UV-B radiation (from ozone depletion), climatic change, habitat loss and destruction, acidification caused by acid rain and infection (e.g. fungal disease, chytridiomycosis). Light pollution may also impact amphibians, because many amphibians are nocturnally active or have biological rhythms regulated by light. The light impacts from the NSC parking areas and walkway light fixtures and lamp posts currently illuminate areas that are used by amphibians including pacific tree frogs. The proposed project will not significantly increase the amount of light that currently exists throughout the site. The new bridge will have lighting and new and replaced lighting in the lower elevation areas that will not spill over onto the Bartonwood Natural Area.

East of I-5, terrestrial habitat is limited because of residential and commercial development, including the Northgate Mall and the residential community of the Northgate neighborhood. Commercial properties are sparsely vegetated and residential properties are moderately vegetated with urban landscaping. Wildlife use of the upland is likely limited to the Norway rat, eastern gray squirrels, raccoons and opossums.

Juvenile cutthroat trout and spine stickleback, which are not threatened or endangered, were observed on the east side of I-5 within Wetland A, and in the North and South Watercourses as well as on the west side of I-5 in the Surge Pond (Wetland 6) and Wetland 5 during the wetland delineations and field visits.

b. List any threatened or endangered species known to be on or near the site.

No endangered species listed under the federal Endangered Species Act occur on the site. However, threatened species, winter steelhead and fall Chinook salmon, are located approximately 1.5 miles downstream from the site. Coho and sockeye salmon are also found (WDFW, 2015b), along with resident coastal cutthroat trout (PHS, 2015) downstream of the site.

No state-designated priority species or habitats, regulated by the Washington State Department of Wildlife, were identified within the study areas.

c. Is the site part of a migration route? If so, explain.

The NSC Campus provides about 30 acres of open space/greenbelt on the northerly, easterly and southerly margins of the campus. This area is characterized by a variety of native vegetation as well as introduced species. The site, however, is isolated on the east by a large interstate highway, on the north by a large office building and parking lot and a variety of urban uses, on the south by an arterial and single family residential use, and on the west by college parking and buildings, and single-family residential uses. This provides little opportunity for movement of terrestrial species to and from the site, except for the Norway rat, eastern gray squirrel, raccoon, possum and other species tolerant of an urban environment. Amphibians may occasionally move through the urban storm drainage system both as eggs and tadpoles carried by high flows and as ranging mature frogs.

The site is located within the Pacific Flyway, and as such a variety of migratory birds use the vegetated and wetland areas, likely for foraging rather than nesting due to the proximity of I-5.

d. Proposed measures to preserve or enhance wildlife, if any:

Habitat value lost by vegetation displaced in staging areas will be replaced in-kind by native species in wetland and wetland buffer areas and by appropriate native and ornamental vegetation in trail and access road areas. Native and ornamental landscaping may be installed, as specified with agreement with NSC, to compensate for vegetation removed by permanent facilities which likely will replace and may enhance overall habitat value of the open space/greenbelt portion of the campus. Impacts on streams and wetlands will be mitigated in conformance with permit requirements.

The project will comply with vegetation mitigation requirements in the City of Seattle ECA (SMC 25.09) which addresses wetland and steams and their buffers and in the Seattle Tree Protection Code (SMC 25.11).

e. List any invasive animal species known to be on or near the site.

Norway rat, eastern gray squirrels, and opossums.

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electricity will be used for bridge and path lighting, information technology service (ITS) lines, call boxes and the art installation.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No. There will be no blockage of potential solar collectors by the bridge or trails.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

LED lighting will likely be used, which has lower energy use than other fixture types.

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

1) Describe any known or possible contamination at the site from present or past uses.

A review of the state and federal databases in 2017 indicates there are no US EPA Superfund sites within one mile of the project site. There were six sites identified in the Washington State Department of Ecology (Ecology) databases within one-half mile of the project site as shown in Figure 6. However, the review of environmental records and site-specific history shows that none of the six sites are sites of concern.

West of I-5, past use of the site for agriculture prior to 1950 and as open space/greenbelt indicates a low probability of contamination on the route of the pedestrian/bicycle bridge.

East of I-5, past urban uses prior to establishment of the highway indicate little potential for hazardous materials according to Sound Transit North Link environmental documents.

2) **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

There are no known hazardous chemicals or conditions that would affect project development and design.

3) **Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

Toxic or hazardous materials that might be stored, used or produced during the project's development or construction could include construction equipment, fuel and maintenance products.

4) **Describe special emergency services that might be required.**

No special emergency services would be necessary. Occasional medical emergencies on the bridge or bike track may require emergency medical response by trained personnel available from the Seattle Fire Department and Police Department.

5) **Proposed measures to reduce or control environmental health hazards, if any:**

To minimize risk to construction workers if contaminated materials are encountered, the contractor will follow the City of Seattle 2017 Standard Specifications for Road, Bridges and Municipal Construction 1-07.29 Discoveries of Contaminated Material(s), Dangerous Waste(s) and TSCA Waste(s). In addition, the contractor will develop a Spill Plan that meets City Standard specifications 1-07.15(1) and 8-01.3(2)(C).

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Traffic noise from I-5 is the predominant source of noise in the vicinity. Noise at the edge of the I-5 right-of-way is estimated to be between 70 and 75 dBa based on similar readings for sections of I-5 where the highway is elevated above the surrounding area. The western portion of the NSC campus is about 800 feet from the I-5 travel lanes and has an estimated noise level of 60 to 65 dBa (Based on measurements in Sound Transit's Lynnwood Link Noise and Vibration Technical Report. July 2013).

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

During operation of the bridge, users of the bridge would create noise from conversation, bicycle bells, and avoidance voice signals. Proximity noise from the bridge has the potential to increase noise levels slightly in the Bartonwood Natural Area. Such disturbance could reduce the use of the wetlands and nearby upland areas for some sensitive wildlife species. However, the Bartonwood Natural Area is currently subjected to the human contact and noise associated with the trails that wind through the area and produce noise and disturbance much closer to habitat areas.

The Natural Area is also currently affected by noise from pedestrian use on the Khaki and Green Loop trails on the vacated N 100th Street, which are closer to the natural area than the bridge alignment. The incremental impact of additional noise from the bridge is likely minimal in comparison to current highway noise and noise from users of trails within the area. The 2007 NSC Long-Range Plan recognized that "longer term impacts to wildlife habitats would result from the incremental increase in human activity associated with the addition of new trails, lighting and signage. The disturbance would reduce the suitability of the wetlands and nearby upland areas for some wildlife species. Animal species that are intolerant of continual human contact may leave the wetlands."

Construction noise impacts would be temporary and would result from the use of heavy construction equipment (excavators, bulldozers, generators,

etc.). The increase in noise levels would depend on the type of equipment being used and the amount of time it is in use.

The NSC open space/greenbelt in the western portion of the corridor, which includes wildlife that could be affected by construction of the earth embankment supporting the western portion of the trail and the hauling of soils and construction materials. NSC buildings closest to the construction site, including the Childcare Center would also be affected.

3) Proposed measures to reduce or control noise impacts, if any:

Construction noise will be controlled by the City of Seattle Noise Ordinance (SMC 25.08.425), which regulates noise levels for various activities within the city. To satisfy the Noise Ordinance, the Contractor will develop a noise control plan. A Noise Variance from the SDCI will be required for night-time construction.

During operation, noise from users of the bridge could be reduced by planting native vegetation in the portions of the Bartonwood Natural Area that are currently characterized by mowed lawns and invasive Himalayan blackberry, which would reduce the transference of sound from the bridge structure.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The land use in the western portion of the bridge corridor is the NSC campus open space/greenbelt area and parking area.

The central part of the bridge corridor is I-5 right-of-way.

The eastern portion of the bridge corridor includes a WSDOT park and ride adjacent to 1st Avenue NE, a light-rail corridor and station under construction east of 1st Avenue NE, 1st Avenue NE, freeway on/off-ramp and shoulder, and a variety of parking, commercial, office and residential uses.

b. Has the site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or non-forest use?

Yes, the site was used for agriculture from about 1920 to 1968 when the Kumasaka Farm and Green Lake Gardens Company was purchased by the state for the NSC campus.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?

No. There is no surrounding working farm or forest land.

c. Describe any structures on the site.

On the east side of I-5 the Sound Transit light rail elevated guideway and station construction is the dominant feature in the immediate vicinity. Further northeast are large scale buildings housing the Northgate Shopping center and a variety of office, commercial and retail buildings ranging from one to six stories in height.

On the west side of I-5 the 65-acre NSC includes:

- The NSC Campus Core, (covering about 20 acres) on the western portion of the site. It includes all campus buildings and the planted areas around and between those buildings.

- Parking lots (covering about 15 acres) located east of the Campus Core and includes campus parking lots and landscaping.

- Open Space/Greenbelt (covering about 30 acres) includes a variety of vegetated areas, including uplands and wetlands and a large stormwater detention pond.

d. Will any structures be demolished? If so, what?

No structures will be demolished

e. What is the current zoning classification of the site?

West of I-5:

- NSC Campus: The NSC campus is divided into three zones as shown in Figure 7:
  - MIO-37-LR3 - Major Institutional Overlay with a 37-foot height limit.
  - MIO-50-LR3 - Major Institutional Overlay with a 50-foot height limit.
  - is MIO-105-LR3 - Major Institutional Overlay with a 105-foot height limit.

East of I-5:

- Between NE 100th Street and NE 105th Streets the zoning is NC3-125, Neighborhood Commercial Zoning District with a 125-foot height limit.
- Between NE 100th Street and the alignment of NE 97th Street the zoning is NC3-85, Neighborhood Commercial Zoning District with an 85-foot height limit.
- Between the alignment of NE 97th Street and the alignment of NE 96th Street the zoning is NC3-65, with a height limit of 65 feet.
- Between the alignment of NE 96th Street and NE 94th Street the zoning is LR-3 and LR-2, Low-rise Residential.
- South of NE 94th Street the zoning is SF-7200, Single Family.

f. What is the current comprehensive plan designation of the site?

The NSC lies within the Northgate Urban Center and a Major Institutional Overlay District as designated in the City of Seattle Comprehensive Plan.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Yes. Several areas of the site have been designated as ECA by the City of Seattle. The City of Seattle maps show:

- Steeps slopes, primarily associated with the I-5 road embankment.
- Wetlands, wetland buffers, and watercourses, roughly consistent with the field delineation.
- Peat settlement prone areas, which includes the larger NSC and Northgate Mall area.

i. Approximately how many people would reside or work in the completed project?

None.

j. Approximately how many people would the completed project displace?

None.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The project is consistent with the City of Seattle Northgate Area Comprehensive Plan (1993)[4] and the NSC Major Institution Master Plan (1995) both approved by the City of Seattle.

m. Proposed measures to ensure that the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

Not applicable. There are no agricultural or forest lands of commercial significance on the site.

[4] Northgate Area Comprehensive Plan includes several directives to construct an overpass between a new light rail station and the NSC (pages 29, 32. 50).

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

None.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any:

Not applicable.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The tallest structure will be bridge truss over I-5. It will be 20-feet tall.

The majority of the bridge structure will be precast prestressed concrete with a steel truss and steel girder spans over freeway lanes.

b. What views in the immediate vicinity would be altered or obstructed?

Views in the vicinity of the project would be altered by the bridge. A permanent change in visual context would occur for all potential viewers including occupants of vehicles on I-5 and viewers from both sides of the freeway.

The east bridge approach would include an elevated structure that wraps around the existing WSDOT parking facility, a ramp that extends to grade at 1st Avenue NE and NE 100th Street and a spur bridge that extends across 1st Avenue NE to the mezzanine level of the Sound Transit light rail station. The spur bridge will be about 30 feet lower than the light rail guideway and much narrower than the light rail elevated structure and station to the east. The Light Rail station will be about twice as high as the pedestrian/bicycle bridge and by far the most prominent feature in the vicinity. In the context of the much larger light rail station, it is not expected that the proposed bridge would be seen as obstructing views, or as a substantial change in the complex urban context.

The bridge would be visible from most of the NSC campus where views to the northeast are available from eastern facing portions of buildings, parking areas and open space.

Since the buildings on the campus are largely related to an inner courtyard facing the west, the bridge would not be a prominent feature for most users of the campus and would be most visible from the upper floor walkways providing access to classrooms on the northeast side of the instructional wing and from the northern and eastern sides of the Arts and Sciences wing. The bridge and fill approach (Figure 8) would be visible from the college parking lot and portions of the open space/greenbelt area.

The most visually prominent feature would be the pier supported bridge structure along the north end of the open space portion of the campus. The most prominent views would be from viewpoints adjacent to the Wetland 6 where the bridge would cross over the north end of the wetland. At this location, trees adjacent to the bridge would be higher than the structure and it would be seen in the context of the elevated I-5 travel lanes would be intermittently visible to the east.

The bridge elevation would be about 30 feet higher than the ground floor elevation of the NSC building complex and about 30 feet lower than the balconies on the highest level. Views to the east from higher floor of the buildings look over the landscape buffer and would feature the bridge in the context of I-5 and the office, commercial and retail buildings in the background. The buildings on the east side of I-5 would be higher and have greater mass and would be the most prominent elements of the view with the bridge as a middle level feature. The bridge would likely be perceived as an added element of the urban landscape, particularly with the complexity of features such as the elevated Sound Transit light rail line and station which will stretch along about three quarters of a mile to the east of I-5.

Persons approaching the bridge from the west on the trail connecting to College Way N would view the trail and bridge from the context of the parking lot and likely would perceive that it fit into the transition between the developed portions of the site and open space as shown in Figure 9. Persons approaching the college from the east would have views of college buildings, parking lots, vegetation from Wetland 5 and the west pedestrian/bike path as seen in Figure 10.

c. Proposed measures to reduce or control aesthetic impacts, if any:

None.

11. Light and glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

The bridge will include lighting. Lighting for the bridge would be lower intensity roadway lighting on pedestrian-scale lighting than because the bridge with a width of 16 feet would require less light for illumination. LED lighting is proposed as it is the Seattle City Light general standard for street lighting. The 1st Avenue NE protected bike land will rely on existing street lighting for illumination.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

The bridge lighting will be at a somewhat higher elevation than existing street lighting on I-5 or adjacent streets. It is unlikely to be perceived as a substantial addition to light sources since this section of I-5 is lighted with much higher intensity lighting.

The west approach from College Way N will add lighting, similar to street lighting. The bridge lighting through the NSC open space/greenbelt area and will be primarily visible from the parking area to the southeast. Lighting will not be readily visible from the Bartonwood Natural area to the north because it will be screened by heavy vegetation in the watercourse/Wetland 5 between the facility and the natural area.

When viewed from the NSC buildings to the west, the lighting of the bridge will likely not be a visual focus because the intervening lighting of the campus parking is nearer and of higher intensity.

c. What existing off-site sources of light or glare may affect your proposal?

Existing lighting on I-5, in the NSC parking area to the west, and on adjacent streets to the east of I-5 likely will have no effect on the proposal.

d. Proposed measures to reduce or control light and glare impacts, if any:

The configuration of the lighting is being designed to minimize spillover lighting to reduce impacts on wildlife within the open space area on the NSC Campus. Light impacts to the Bartonwood Natural Areas to the north will be screened to a large extent by existing mature vegetation in the watercourse/Wetland 5 to the north. In addition, the light impacts from the NSC parking areas and walkway light fixtures currently illuminate areas that are used by wildlife, including amphibians such as pacific tree frogs.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

Recreational opportunities in the immediate vicinity of the project consist largely of use of the College trail system and the open space on the NSC campus. Several areas of flat grassed areas usable for informal recreation throughout the College open space provide passive off-trail recreational use such as frisbee throwing and dog walking. Recreation opportunities on the NSC Campus are shown on Figure 11.

b. Would the proposed project displace any existing recreational uses? If so, describe.

The western approach to the proposed bridge would require the placement of bridge piers, each of which is approximately 4 feet by 4 feet in size within the NSC open space/greenbelt with an elevated structure located within the eastern 145 feet of the open space/greenbelt.

The western approach would also displace the "North Berm Trail" which is not currently designated on campus plans.

The Khaki and Green Loop trails on the vacated N 100th Street as well as a portion of the Cranberry Trail will be used for staging and truss assembly for most of the 18-month construction period. The Cranberry Trail will be used for access during this time. Temporary access to and use of these trails by students and the public will be restricted during all or a portion of the construction period. After construction these trails will be restored.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Mitigation during temporary trail closure for staging areas and for bridge crossings will include signing for pedestrian detours to provide safe routes to access other portions of the trail system within the campus.

After construction is completed, trails closed for staging will be restored to existing conditions.

The North Berm Trail will be replaced south of the western bridge approach.

13. Historic and cultural preservation

a. **Are there any buildings, structures, or sites located on or near the project site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

The Kumasaka Farmhouse and Green Lake Gardens Company site on the NSC Campus is over 45 years old and may be eligible for listing on the National Register of Historic Places (NRHP) due to its association with Japanese immigration and assimilation on the West Coast in the early 20th century, Japanese community longevity before and after World War II, Japanese Internment during World War II, and the importance of the Kumasaka family as a center of the North Seattle Japanese community (ESA 2015).

b. Are there any landmarks, features, or other evidence of Indian or historic use of occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Native American use of the area included use of the Thornton Creek drainage basin by the XcuAbsh (A-chu-Absh) tribe, the "people of the large lake." They had a village at the mouth of Thornton Creek on Lake Washington, occupied by the Tuhu-beed-Absh clan. This would likely have been part of their hunting and gathering territory focused on the stream a large lake and wetland that occupied the valley bottom. These people visited the lake every fall, to collect

wild cranberries, fish, and hunt in the surrounding area. They built their camps on the slope where the Northgate Mall now stands, and near the present-day County Health Services Building. Nearby Licton Springs was an important spiritual site, where they collected iron-rich mud to use as a pigment. Its waters were considered sacred and purifying. Nearby, they built sweat-lodges in which to enhance the spiritual experience. No cultural artifacts were identified during archaeological surveys of the project alignment. (ESA, 2015).

Professional studies and review included the Northgate Pedestrian/Bicycle Bridge Cultural Resources Assessment, ESA, December 2015.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the Department of Archaeology and Historic Preservation, archaeological surveys, historic maps, GIS data, etc.

The potential occurrence for prehistoric and historic-period archaeological sites on the project site was investigated by qualified archaeologists. Information about environmental features, known archaeological resources, and the patterns of prehistoric, ethnographic, and historic use of the area was assembled into a cultural resources report. The report was submitted by to Washington Department of Archaeology and Historic Preservation (DAHP) and affected Indian Tribes by the Federal Highway Administration (FHWA) as part of the Section 106 process. FHWA consulted with DAHP and the Tribes.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance of resources. Please include plans for the above and any permits that may be required.

The project was designed and staging areas were selected to avoid the Kumasaka site. Measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources are included in the Cultural Resources Assessment presented to DAHP. In addition, an Archaeological Monitoring and Inadvertent Discovery Plan will be developed prior to construction for the contractor to follow.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area, and describe proposed access to the existing street system. Show on site plans, if any.

Regional access to the area is via I-5 and Aurora Avenue N (SR 99) as shown on Figue 1.

Arterials on the east side of I-5 include 1st Avenue NE, NE Northgate Way, NE 103rd Street, NE 100th Street and NE 92nd Street. Fifth Avenue NE is located about a half mile to the east.

Arterials on the west side of I-5 include College Way N, Wallingford Avenue N, N Northgate Way, and N 92nd Street.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

The project area is currently served by five bus routes run by King County Metro. Bus service routes are along College Way N, NE Northgate Way, NE 92nd Street, and 1st Avenue NE. Destinations to the south accessible to and from the study area include Downtown Seattle, Loyal Heights, Ballard, and Wallingford neighborhoods. Service is available to the north to the Shoreline College, Aurora Village Transit Center, and Richmond Beach. These transit routes also stop at the Northgate Transit Center, so there are many opportunities to transfer to another route to reach destinations on the eastside of I-5.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or non-project proposal eliminate?

Four parking spaces will be removed from the WSDOT park and ride lot on the east side of I-5 and 32 parallel parking spaces will be removed from the western edge of vacated N 100th Street. It is anticipated that the project will increase demand for all-day parking on the NSC campus.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

On the west side of I-5, the bridge would terminate near the intersection of N 100th Street and College Way N. A new public pedestrian trail would connect from the bridge to College Way N on the north side of the alignment of vacated N 100th Street.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

The project will not use or affect water, rail, or air transportation. The east side of the project is in the immediate vicinity of the future Sound Transit Northgate Link Light rail station as shown in Figure 2.

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates?

No vehicle trips will be generated by the completed project. No truck trips would be generated, except infrequent maintenance activities.

g. Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No. There is no agricultural or forest products use on roads in the area.

h. Proposed measures to reduce or control transportation impacts, if any:

SDOT will provide the NSC with a gate at the north entrance to the campus to limit public access to all-day, on-campus parking. The gate will restrict entry to students and faculty who have paid for parking. It will also allow public parking at an increased fee.

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

It is anticipated that no additional police services will be required.

b. Proposed measures to reduce or control direct impacts on public services, if any.
Call boxes will be added along the bridge and trail for increased security.

Utilities

a. Utilities currently available at the site, if any: *[Check the applicable boxes]*

☐ None
X Electricity **X** Natural gas **X** Water ☐ Refuse service
X Telephone **X** Sanitary sewer ☐ Septic system
X Other (identify) Drainage

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Electrical service will be provided for lighting, information technology service (ITS) and call boxes. Seattle City Light will provide the service which will be installed adjacent to the vacated N 100th Street alignment from the service point near the intersection of College Way N and N 100 Street to the service cabinet at the touch down point of the west approach of the bridge. From the service cabinet, the electrical conduit will run within the bridge structure to a series of hand holes located along the length of the bridge.

ITS is proposed and will be provided by SDOT. The ITS conduit will connect to the new electrical conduit at the touch down of the west bridge approach and will run within the bridge structure through a series of hand holes located along the length of the bridge.

Stormwater management will be provided in accordance with City of Seattle standards and will consist of a collection system routing drainage to both sides of I-5. Stormwater will be collected by bridge drains located at every bridge pier and conveyed by downspouts to the ground elevation below. A single stormwater detention facility will be provided on the west side in the vicinity of the vacated N 100th Street alignment.

C. SIGNATURE

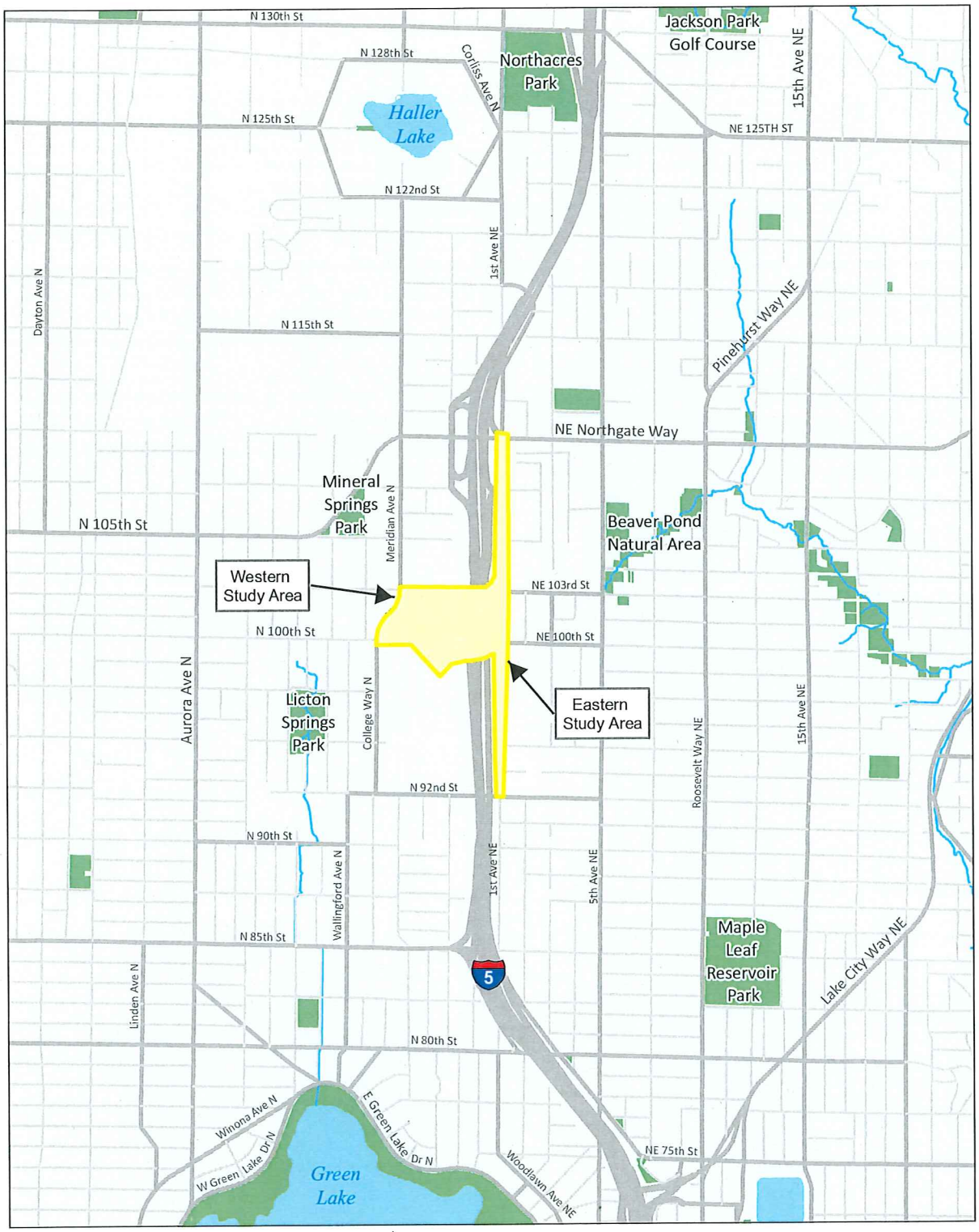
The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: .....

Date Submitted: 3/21/18

FIGURES

Figure 1. Project Vicinity
Figure 2. Project Location
Figure 3. Staging Areas
Figure 4. Aquatic Resources
Figure 5. East Side of I-5 Aquatic Resources
Figure 6. Hazardous Materials Sites
Figure 7. Current Zoning
Figure 8. West Bridge Approach
Figure 9. Visual Simulation View to the East from Trail on Vacated N 100th Street Alignment
Figure 10. Visual Simulation View to the West from Bridge over North Seattle College Open Space
Figure 11. Recreation Opportunities in the Project Vicinity

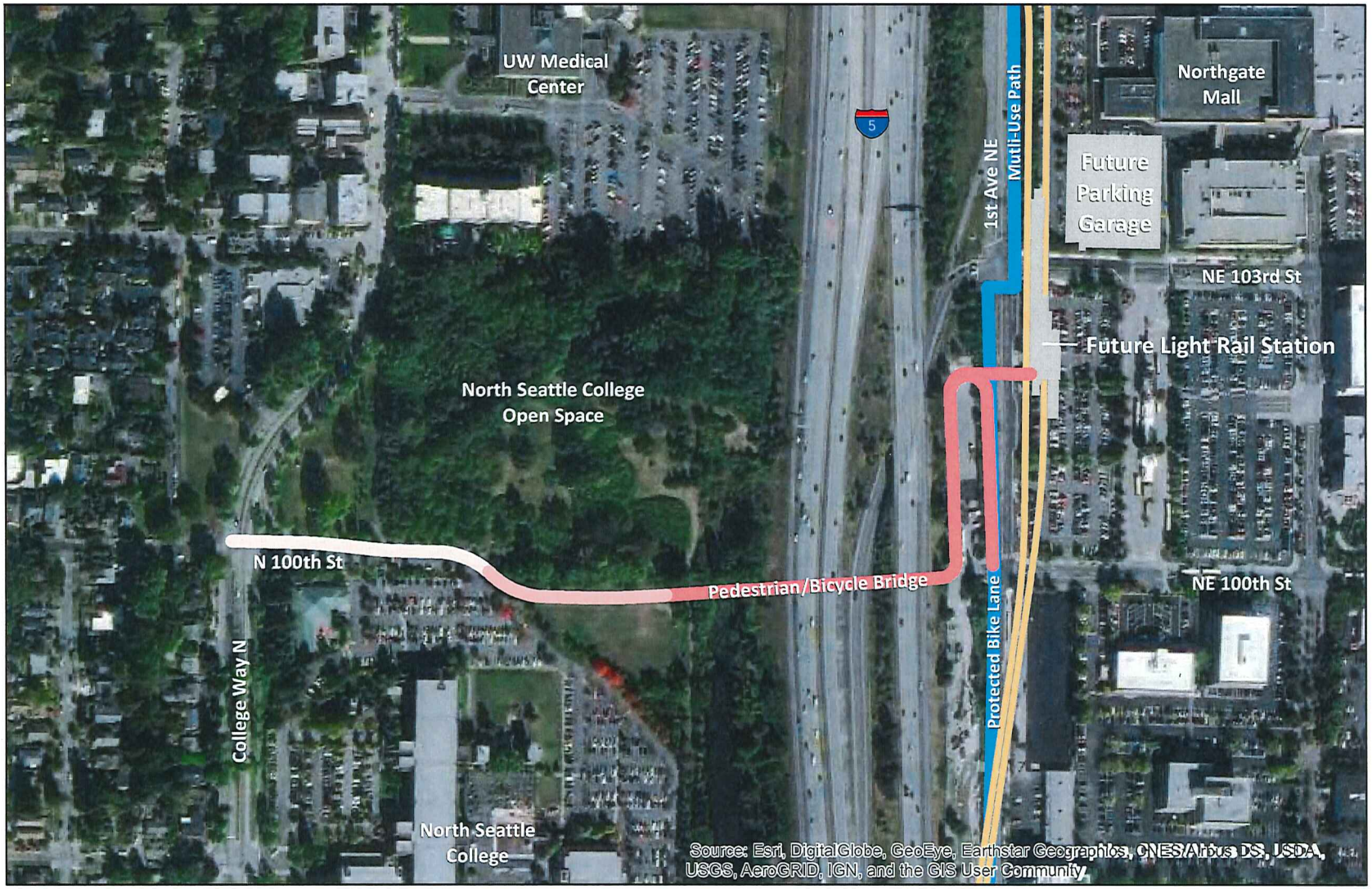


SOURCE: City of Seattle 2017

Northgate Pedestrian Bridge Project

Figure 1

Project Vicinity

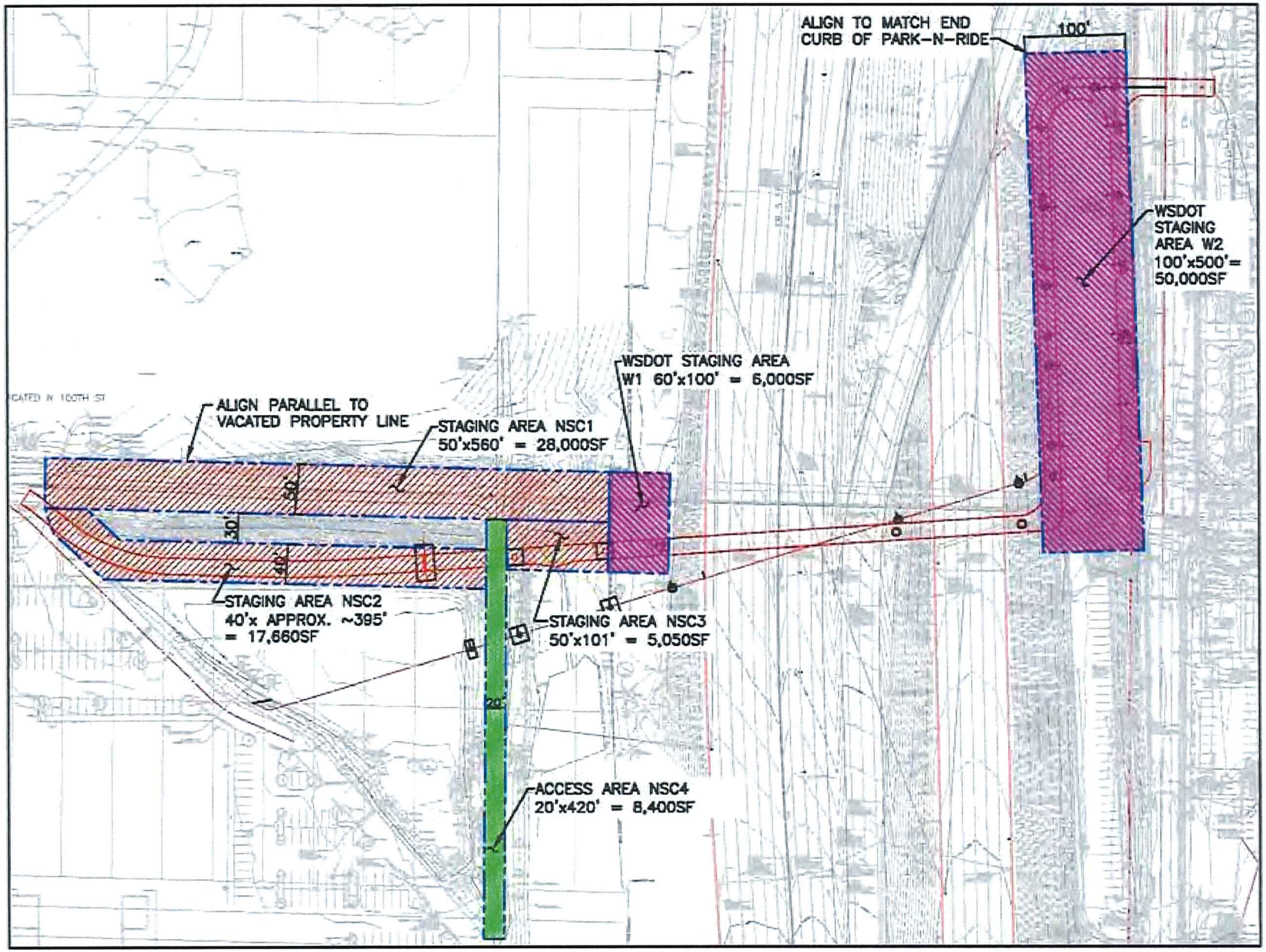


SOURCE: City of Seattle 2017; Sound Transit 2017; Esri 2016

Bridge Structure
Earthfill Section
16' Wide Multi-Use Path
1st Avenue NE Protected Bike Lane (PBL)/Multi-Use Path

Northgate Pedestrian Bridge Project. 130125

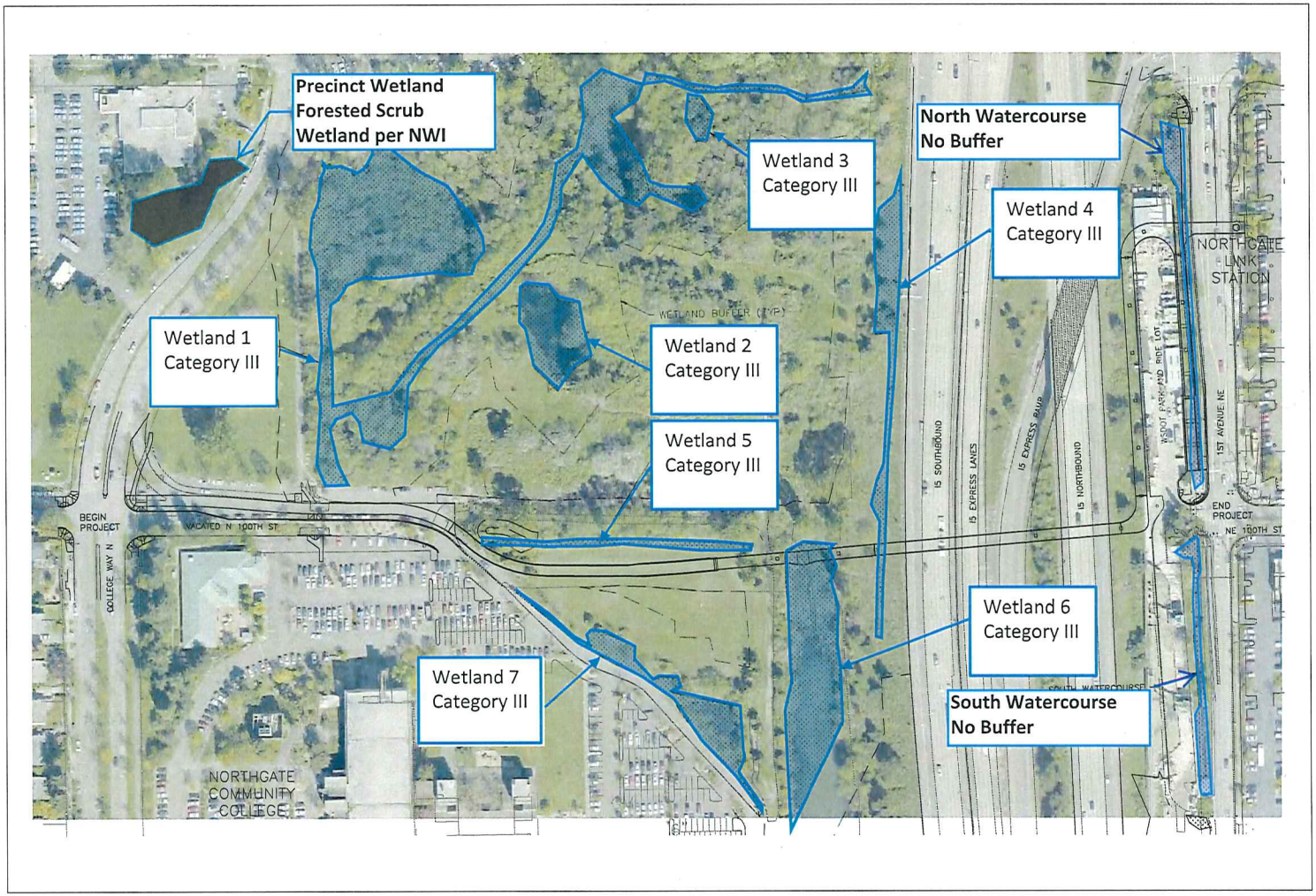
Figure 2
Project Location



Northgate Pedestrian Bridge Project

Figure 3

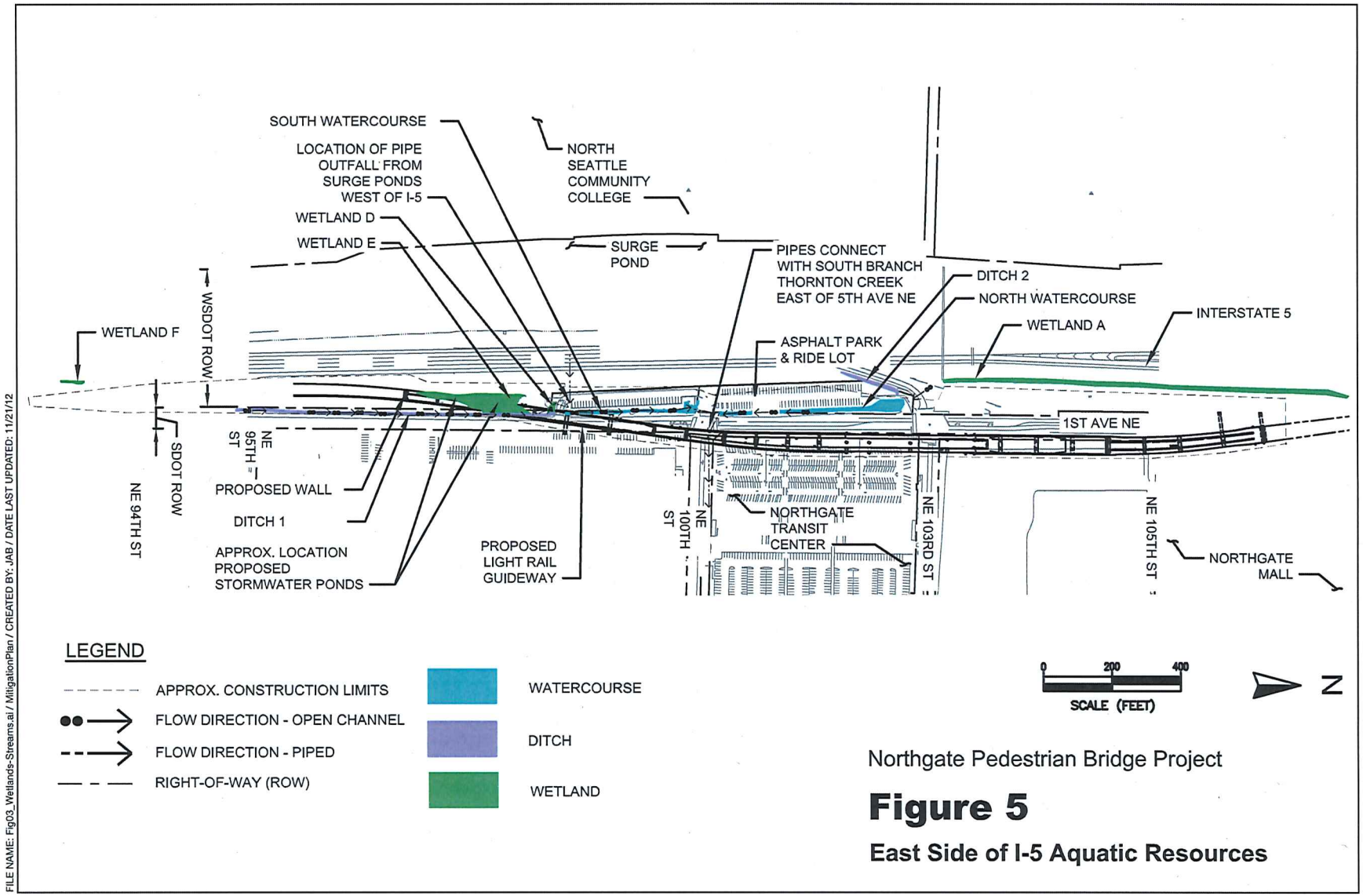
Staging Areas



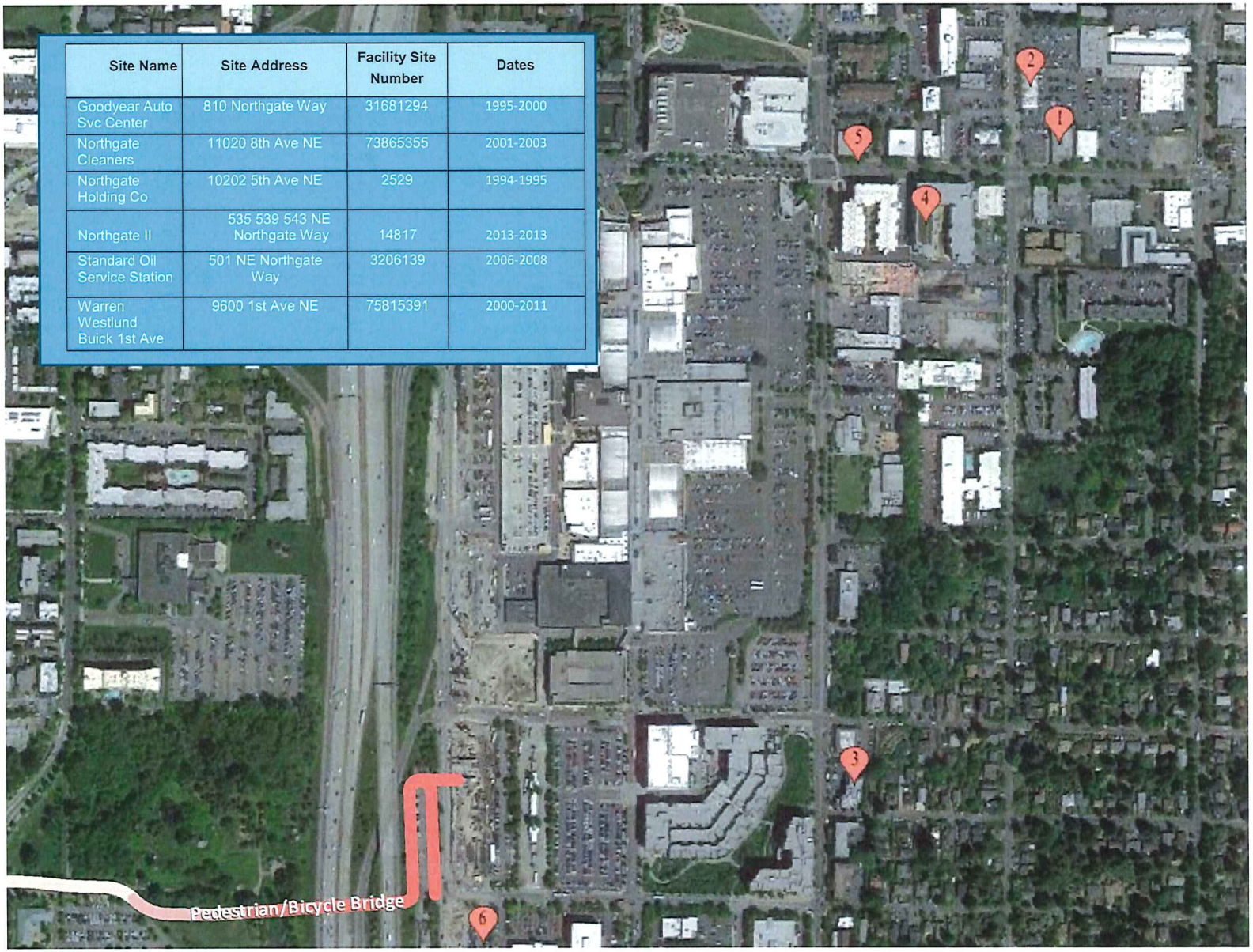
SOURCE: CITY OF SEATTLE - SDOT 2017

NORTHGATE PEDESTRIAN BRIDGE PROJECT

FIGURE 4
Aquatic Resource

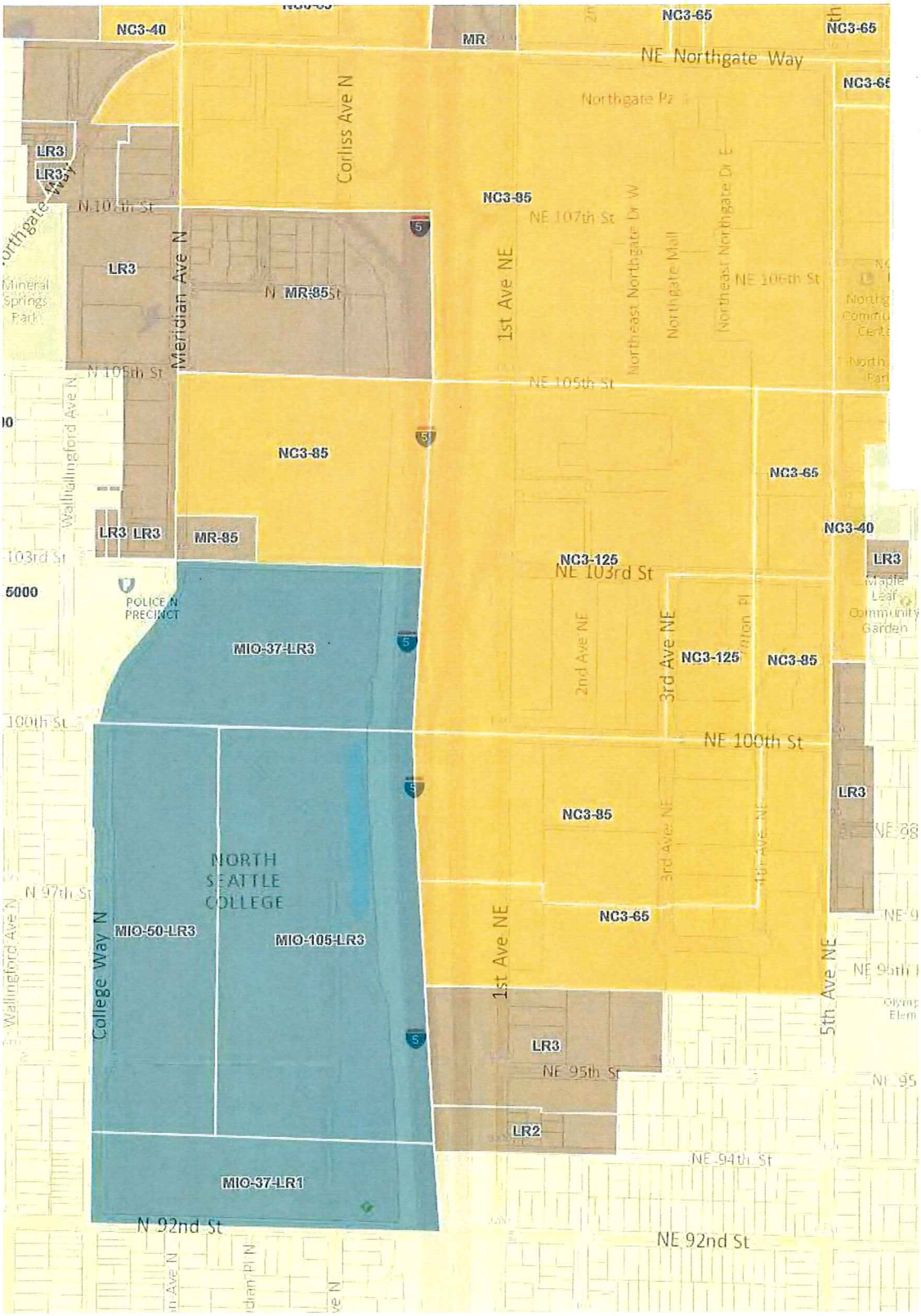


Source: ESA. Sound Transit North Link Extension Wetland and Watercourse Mitigation plan 11/12/2012



Site Name	Site Address	Facility Site Number	Dates
Goodyear Auto Svc Center	810 Northgate Way	31681294	1995-2000
Northgate Cleaners	11020 8th Ave NE	73865355	2001-2003
Northgate Holding Co	10202 5th Ave NE	2529	1994-1995
Northgate II	535 539 543 NE Northgate Way	14817	2013-2013
Standard Oil Service Station	501 NE Northgate Way	3206139	2006-2008
Warren Westlund Buick 1st Ave	9600 1st Ave NE	75815391	2000-2011

Figure 6
Hazardous Materials Sites



Northgate Pedestrian Bridge Project

Figure 7

Current Zoning



Northgate Pedestrian Bridge Project

Figure 8

West Bridge Approach



Figure 9

Visual Simulation View to the East from Trail on Vacated N 100th Street Alignment

JOHNSON SOUTHERLAND
architecture • landscape architecture • planning

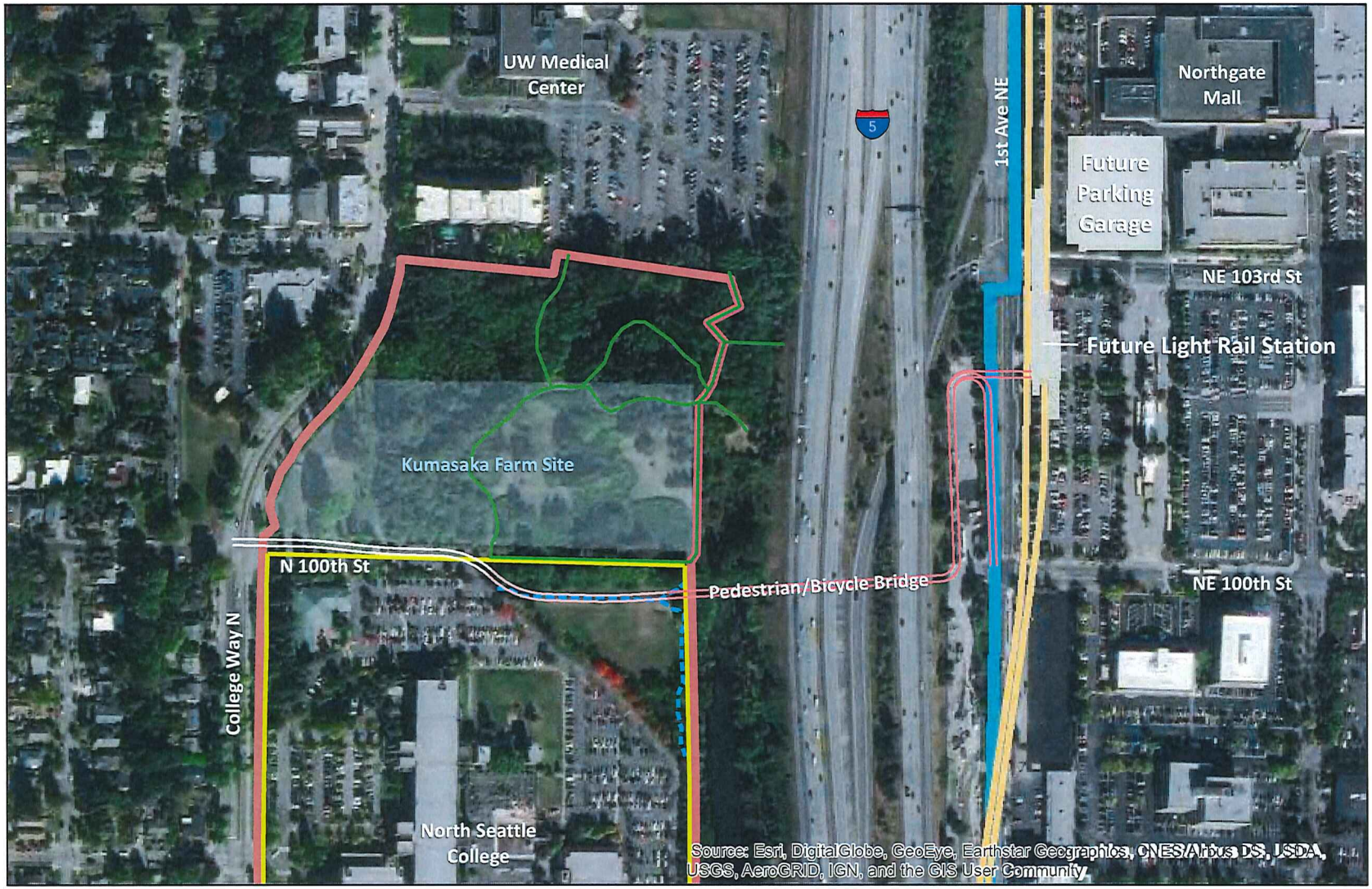


Figure 10

Visual Simulation View to the West from Bridge over North Seattle College Open Space

JOHNSON SOUTHERLAND
architecture • landscape architecture • planning

FEBRUARY 19, 2018



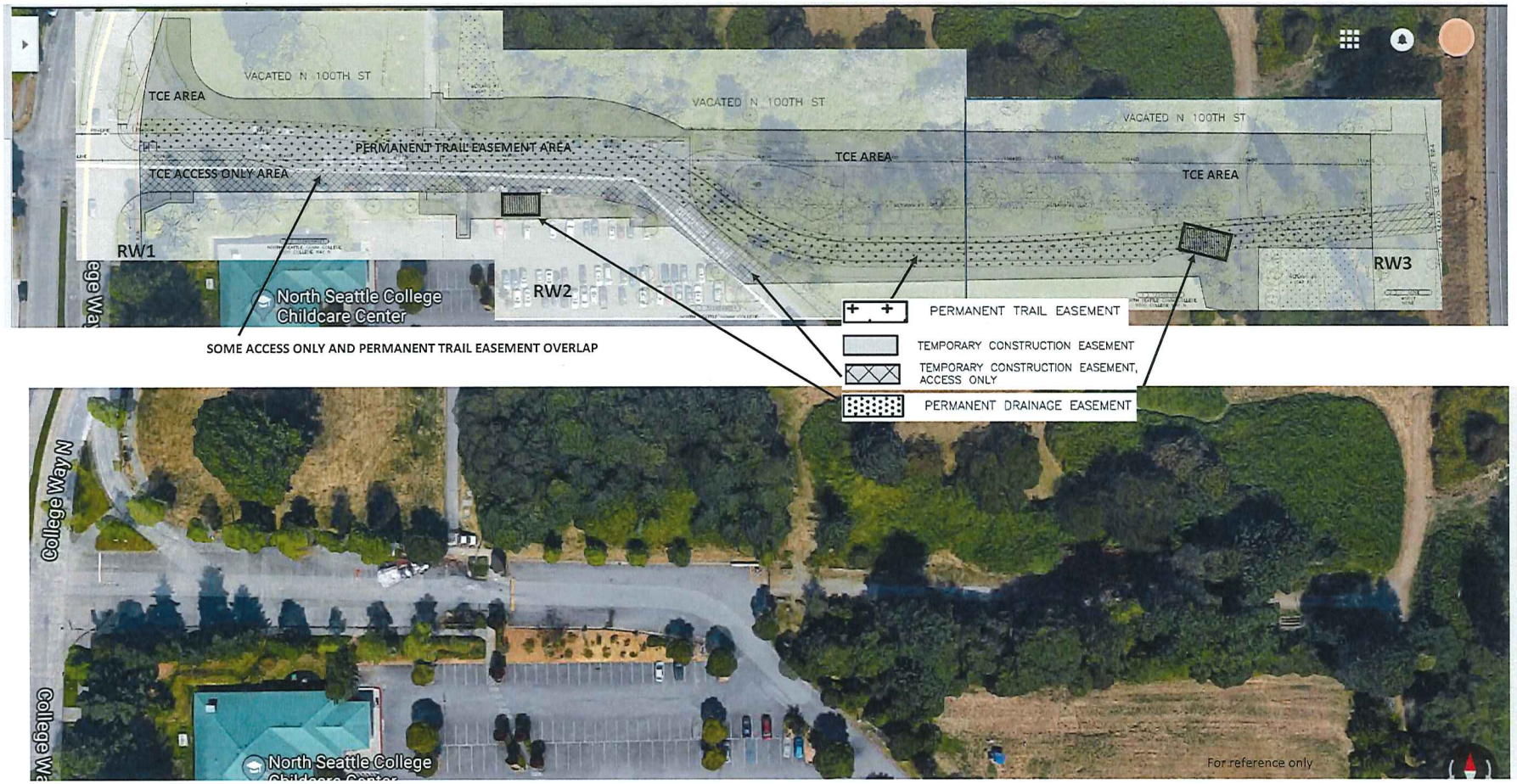
SOURCE: City of Seattle 2017; Sound Transit 2017; Esri 2016

- Bridge Structure
- Earthfill Section
- 16' Wide Multi-Use Path
- 1st Avenue NE Bicycle Facility
- Cranberry Loop
- Khaki Loop
- Green Nature Trail
- Berm Trail
- Kumasaka Farm Site

Northgate Pedestrian Bridge Project

Figure 11

Recreation Opportunities in the Project Vicinity



Temporary Construction Easement: For the purpose of placing personnel, machinery and equipment over, under, across and upon the described property for use during construction purposes necessary or incidental to construction activities related thereto, including, without limitation, staging, ingress, egress and site restoration

Temporary Construction Easement (Access Only): For the purpose of accessing temporary construction easement area

Property Area Overlay

* The attached images are google maps overlaid with right of way plan sheets and it should not be assumed that they are 100% accurate. Right of way plans alone are the best source of accurate easement information.



Property Area Overlay



VIEW EAST (A to C - FROM LANDING TO BRIDGE)

NORTHGATE PEDESTRIAN BRIDGE LANDSCAPE CONCEPT

FEBRUARY 19, 2018

JOHNSON SOUTHERLAND
architecture • landscape architecture • planning

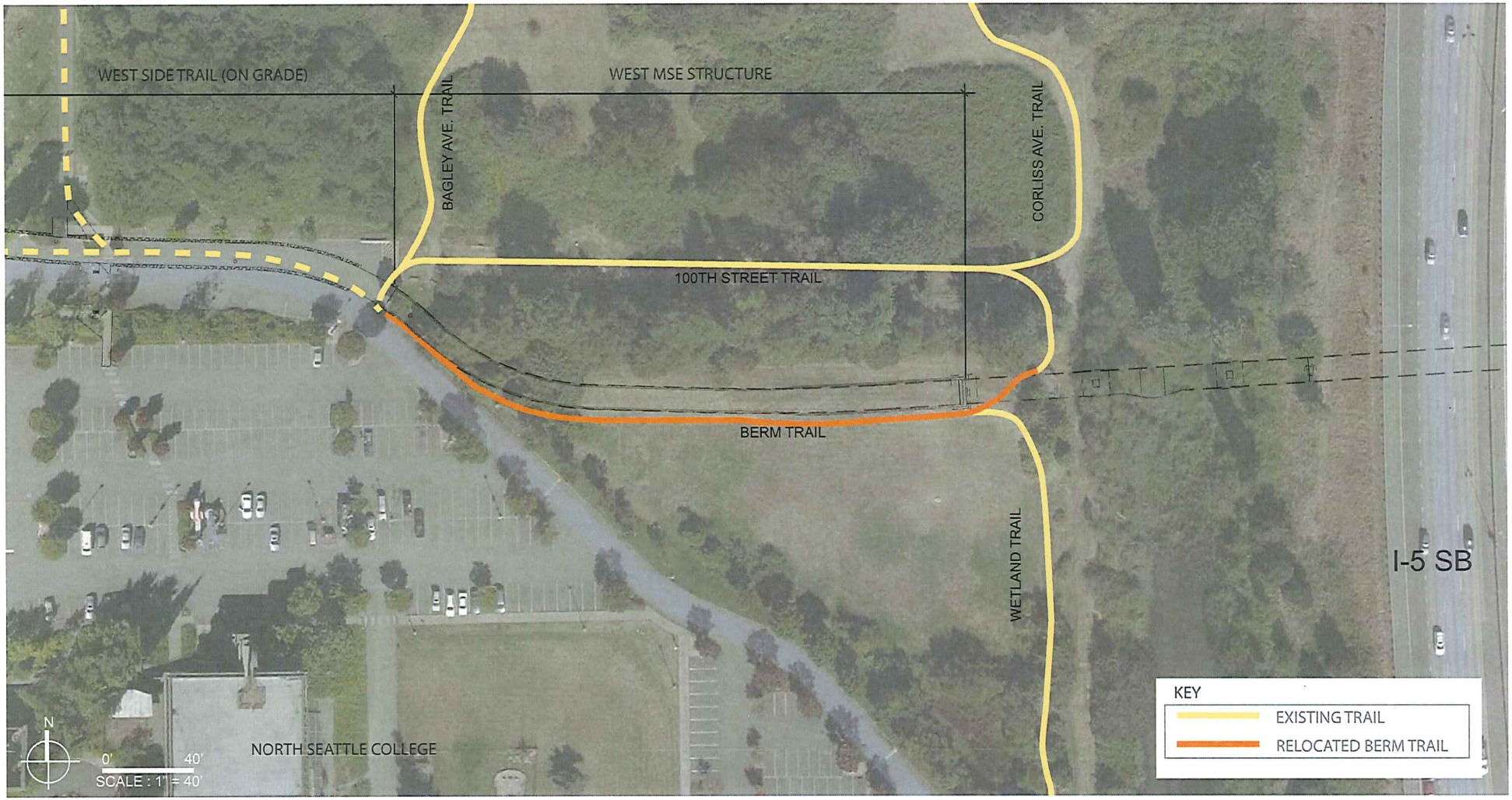


VIEW WEST (C to A - FROM BRIDGE TO LANDING)

NORTHGATE PEDESTRIAN BRIDGE LANDSCAPE CONCEPT

FEBRUARY 19, 2018

JOHNSON SOUTHERLAND
architecture • landscape architecture • planning

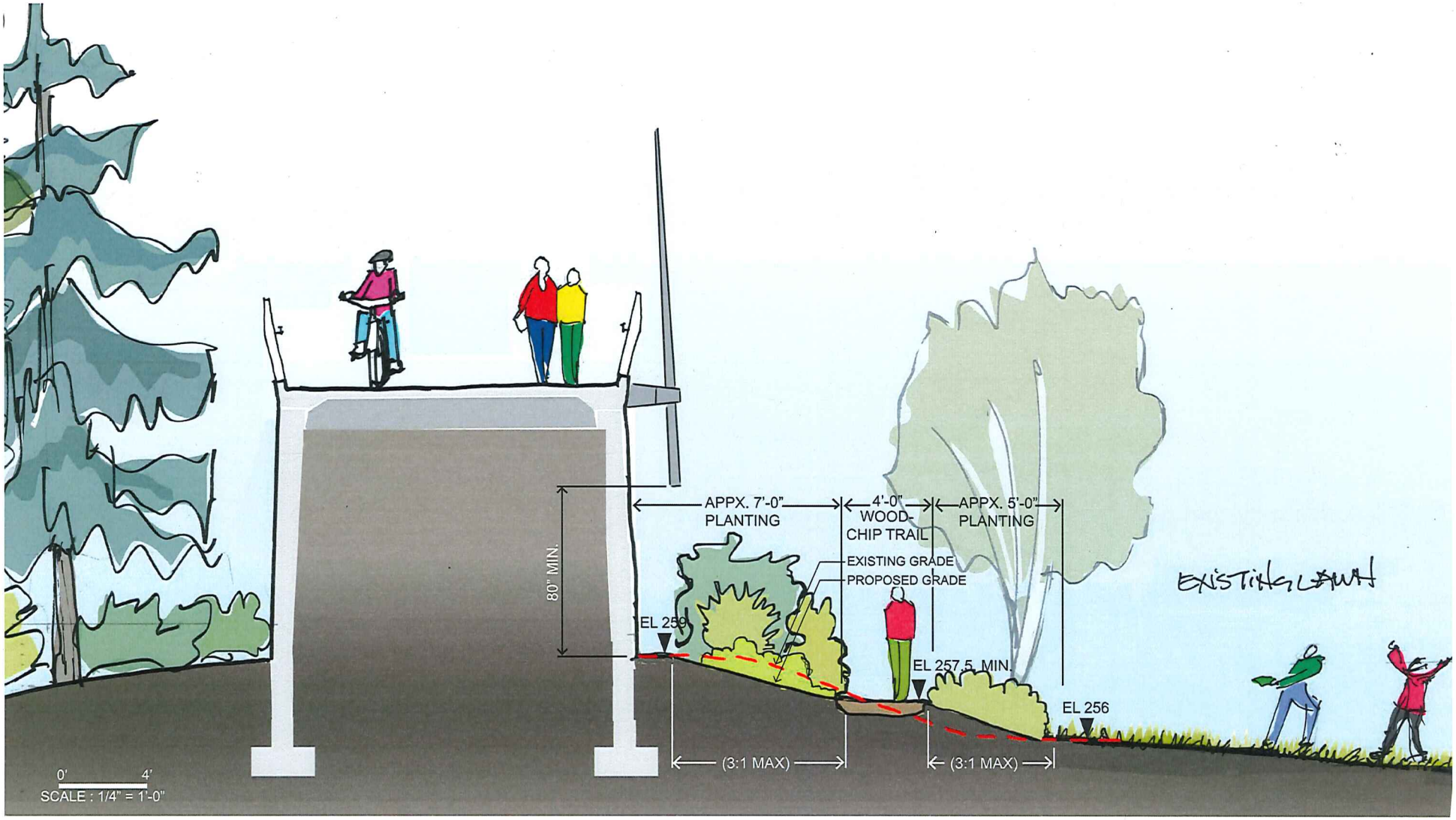


BERM TRAIL PLAN

Northgate Bridge & 1st Ave NE Protected Bike Lane LANDSCAPE CONCEPT RENDERING

MARCH 20, 2018

JOHNSON SOUTHERLAND
architecture • landscape architecture • planning



BERM TRAIL SECTION

Northgate Bridge & 1st Ave NE Protected Bike Lane LANDSCAPE CONCEPT RENDERING

MARCH 20, 2018

JOHNSON SOUTHERLAND
architecture • landscape architecture • planning

This timeline outlines ongoing coordination between SDOT and North since developing the revised design. Illustrates coordination between March 2017 and April 26, 2018.

2017

- March 7: NSC meeting #1
- April 3: NSC meeting #2

[April 25: Public email announcement introducing revised design and upcoming outreach opportunities]

- May 2: Presentation to NSC executive team and NSC community
- May 19: Meeting with NSC environmental/sustainability staff
- June 29: NSC meeting #3
- July 31: NSC meeting #4

[August 3: Public open house]

- September 29: On-site meeting with regulatory agency and NSC environmental staff
- October 18: Easement discussion with NSC, #1
- October 23: Easement discussion with NSC, #2
- November 13: Easement discussion with NSC, #3
- November 28: Presentation to NSC executive team and NSC community
- December 20: Agency coordination meeting with SDOT, NSC, and state legislators

2018

- January 3: Regulatory meeting on-site with agency representatives, SDOT, NSC
- January 4: NSC meeting #5
- January 9: NSC meeting #6
- January 11: Presentation to Seattle Colleges Board of Trustees
- January 17: Landscaping meeting with consultants and NSC
- January 31: Bi-weekly coordination meeting #1
- February 5: Art concepts meeting
- February 14: Bi-weekly coordination meeting #2
- February 28: Bi-weekly coordination meeting #3
- March 12: 4(f) and berm trail coordination meeting
- March 14: Bi-weekly coordination meeting #4

[March 19-21: Public drop-in sessions]

- March 19: 4(f) and landscaping coordination meeting
- March 28: Bi-weekly coordination meeting #5

[April 2: SEPA published]

- April 11: Bi-weekly coordination meeting #6
- April 25: Bi-weekly coordination meeting #7

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M E M O R A N D U M

TO: Board of Trustees

FROM: Jennifer Howard

DATE: June 8, 2018

SUBJECT: Fiscal Year Budget Approval for 2018-2019

Please find attached the presentation on the budget for 2018/2019/

Seattle College District hereby submits the 2018-2019 Fiscal Year Budget totaling $128,925,470 to the Board of Trustees for approval. If additional funding changes during the year, we will update the approval amounts accordingly.

The individual budget requests for each college and the district office is as follows:

Seattle Central	$ 44,053,964
North Seattle	$ 30,577,997
South Seattle	$ 31,229,838
SVI	$ 3,788,884
District-wide	$ 5,091,672
District Office	$ 14,183,116

Recommendation

It is the recommendation of the administration for the Board of Trustees to approve the proposed 2018-2019 Fiscal Year Budget.

Submitted by:

Jennifer Howard
Interim Vice Chancellor of Administrative Services

Transmitted to the Board with a favorable recommendation.

Dr. Shouan Pan
Chancellor

2018/2019 Budget Review

For Seattle Colleges Board of Trustees

June 14, 2018

By

Jennifer Howard

Interim Vice Chancellor of Administrative Services

Overview

- Legislative appropriation
- SBCTC appropriation
- Fiscal decisions to achieve strategic plan goals
- Seattle College budgeting
- Seattle Central College budget information
- North Seattle College budget information
- South Seattle College budget information
- Board consideration and approval requested

2017/18	**2018/19**	**Difference**
SBCTC legislative appropriation $734,811,000	SBCTC legislative appropriation $757,406,000	SBCTC legislative appropriation +$22,595,000
Capital funding in MOA $11,400,000	Capital funding in MOA $11,400,000	Capital funding in MOA 0
TOTAL LEGISLATIVE APPROPRIATION ***$746,211,000***	***TOTAL LEGISLATIVE APPROPRIATION*** ***$768,806,000***	***TOTAL LEGISLATIVE APPROPRIATION*** ***+$22,595,000***
Less SBCTC operations *$26,950,000*	*Less SBCTC operations* *$26,794,640*	*Less SBCTC operations* *-$155,360*
AMOUNT AVAILABLE FOR SYSTEM ALLOCATION: ***$719,261,000***	*AMOUNT AVAILABLE FOR SYSTEM ALLOCATION:* ***$742,011,360***	*AMOUNT AVAILABLE FOR SYSTEM ALLOCATION:* ***+$22,750,547***

ALLOCATION MODEL – 5 Main Components

1. **Earmarks/Provisos**
   - Not included in FTES or SAI calculation
   - "Safe Harbor" for four years (2016/17, 2017/18, 2018/19, 2019/20)

2. **Minimum Operating Allowance (MOA) $2.85m**
   - Same for all colleges, not reset each year
   - It's $2.85m in theory; actual amounts include other capital allocation funds

3. **Performance Funding (SAI)**
   - Reset and redistributed each year

4. **Base Allocation (FTE plus)**
   - Three year averaging
   - *Does not include earmarked (i.e. Worker Retraining) FTES*

5. **Weighted (Priority) FTES**
   - Reset and redistributed each year

2017/18

Seattle's Allocation (without earmarks/provisos)

- Minimum Operating Allocation: $8,550,000
- Student Achievement Initiative (SAI): $2,933,093
- Enrollments: $34,052,344
- Weighted Enrollments: $4,146,847
- Safe Harbor: $1,902,073

TOTAL: $51,584,357

2018/19

Seattle's Allocation (without earmarks/provisos)

- Minimum Operating Allocation $8,550,000
- Student Achievement Initiative (SAI): $3,003,603
- Enrollments: $33,953,404
- Weighted Enrollments: $4,197,809
- Safe Harbor: $950,894

TOTAL: $50,655,710

Difference

Seattle's Allocation (without earmarks/provisos)

- Minimum Operating Allocation no change
- Student Achievement Initiative (SAI): +$70,510
- Enrollments: Less ($98,940)
- Weighted Enrollments: +$50,962
- Safe Harbor: Less ($951,179)

TOTAL REDUCTION ($928,647)

2017/18

Seattle's State Allocation for

- Provisos & earmarks: $20,653,290
- All others: $51,584,357

TOTAL: $72,237,647

2018/19

Seattle's State Allocation for

Provisos & earmarks: $ 23,812,060

All others: $50,655,710

TOTAL:$74,467,770

Difference

Seattle's State Allocation for

Provisos & earmarks: + $3,158,770

All others: Less ($928,647)

TOTAL: +$2,230,123

Goal 1: Student Success

Strategy 1: Implementing structured academic and career pathways

Selection, purchase and implementation of digital student information system.
Up to $500,000

Chancellor and Executive Team have approved up to $500,000 for the purchase and implementation of Student Success tools for FY1819.

Strategy 2: Strategic enrollment management

Funding for instructional innovation.
Up to $187,500.

Chancellor and Executive Team have approved establishing a Strategic Instructional Initiatives budget using savings from combining the CHRO and VC - Finance positions into one VC role - $187,500.

Goal 2: Equity, Diversity, Inclusion, and Community

Strategy: Institute diversity action plans.

Add three Associate Vice President positions for Diversity, Equity and Inclusion.

These positions have already been filled and the new AVPs will start by July 1.

Goal 3: Organizational Excellence

Strategy 2: Achieving System Integration

Restructure the web team.

Chancellor and Executive Team have approved up to an additional $80,000 pending a more detailed plan and timeline for implementation.

Restructure the foundation.

As college foundations choose whether to shift to one foundation or not, the full cost of the change (up to $900,000) must be budgeted, even though the actual cost may be much less if offset by foundation contributions.

Strategy 3: Sustainability in operations

Purchase and implement Concur travel software.

Chancellor and Executive Team have approved purchase ($19,000) and implementation of ($21,000) Concur travel software, saving at least $30,000 annually.

Purchase and implement college catalog software.

Chancellor and Executive Team have approved up to $100,000 in one time funding for the purchase of "catalog software" and $15,000 as an on-going licensing expense.

Goal 4: Partnerships

Strategy: Invest in strategic and on-going partnerships.

Hire a Director of Seattle Promise.

budgeted up to $100,000

Chancellor and Executive Team have approved the hiring of a Seattle Promise Coordinator position, which may be funding in whole or in part by the City of Seattle.

Off-campus Apprenticeship programs

Seattle Central will budget up to $1,500,000 in one-time funds for FY18-19 to meet the current demand for apprenticeship training that South cannot meet due to budget constraints.

Impacts on budgeting

- 63% of the COLA costs were funded in the state allocation. Shortfall for 18/19 = ($1,144,216)
- Allocation model reductions- year 3 of 4. Shortfall for 18/19 = ($950,894)
- CTC link development costs continue at higher rate than originally planned (paid to SBCTC.)
- Tuition increase of 2.2%.
- Enrollments have been going down over the last three years.

	2014-15 estimate*	2015-16 estimate*	2016-17 estimate*	3yr average estimate*
Seattle Central	4,627	4,459	4,439	4,508
Seattle North	3,694	3,551	3,621	3,622
Seattle South	4,119	4,214	4,172	4,168
Seattle Vocational Institute	297	279	230	269
Seattle District Total	12,736	12,502	12,462	12,567

Seattle Colleges FY1819 Operating Budget Allocation

	Total	Central	North	South	SVI	District-wide	Siegal
PERMANENT FUNDS							
Above the Line (aka "the big pot"):							
State	$47,652,107	$13,864,047	$9,491,693	$11,373,089	$1,365,584	$5,060,656	$6,497,038
Tuition	$29,504,437	$9,256,074	$6,336,953	$7,593,032	$1,002,620	$0	$5,315,758
FY 2018 Total Model Allocation ("big pot")	$77,156,544	$23,120,121	$15,828,647	$18,966,121	$2,368,204	$5,060,656	$11,812,796
College specific (State)							
SAI	$3,003,603	$1,178,629	$874,467	$950,507	$0	$0	$0
New Items & Program reallocations	$6,812,517	$1,984,146	$1,809,338	$2,211,937	$564,338	$0	$242,757
Ongoing Items	$2,782,495	$1,154,788	$623,410	$999,018	$5,279	$0	$0
Compensation & Safe Harbor	$11,737,969	$4,172,394	$3,034,115	$3,021,818	$851,063	$31,016	$627,563
Sub-total	$24,336,584	$8,489,957	$6,341,330	$7,183,281	$1,420,680	$31,016	$870,320
College specific (Tuition / Indirect)							
Additional Local Spending Authority	$21,544,323	$11,681,386	$4,966,726	$3,896,211	$0	$0	$1,000,000
Total Permanent Funds	$123,037,451	$43,291,464	$27,136,703	$30,045,613	$3,788,884	$5,091,672	$13,683,116
TEMPORARY FUNDS							
New Items & Program reallocations	$1,073,198	$137,500	$607,530	$328,168	$0	$0	$0
Ongoing Items	$1,405,881	$125,000	$424,824	$856,057	$0	$0	$0
Carryforward / one time funds	$3,408,940	$500,000	$2,408,940	$0	$0	$0	$500,000
Total Temporary Funds	$5,888,019	$762,500	$3,441,294	$1,184,225	$0	$0	$500,000
TOTAL	**$128,925,470**	**$44,053,964**	**$30,577,997**	**$31,229,838**	**$3,788,884**	**$5,091,672**	**$14,183,116**

Seattle Central College

- Total operating budget 18/19: $ 44,053,964
- Total state funding: $22,616,504 51 % of the total operating budget
- Total local funding: $21,437,460 49 % of the total operating budget

Budget changes for 18/19:

- Movement of IT, PIO, HR and Foundation staff to District
- Savings from Optician Program and Cosmetology
- Increase in BAS Nursing and BAS Networking enrollment
- Increase in Running Start enrollment
- Decrease in International enrollment

Seattle Central College

- Running Start
  - cost recovery at the state running start rate.
- Enterprise Funds
  - Supplement increase in spending and decrease in income with revenue from parking.
- Earmarks/Provisos:
  - Pac Tower
  - MESA
  - I-BEST

Seattle Central College
Other budget elements

- Updating 2001 Major Institutional Master Planning (increased expense)
- Operate district Nursing Program (increased costs)
- BAS Networking: year 2 implementation (planned expense)

North Seattle College

- Total operating budget 18/19: $30,577,997
- Total state funding: $16,865,378, 55% of the total operating budget
- Total local funding (if we include tuition): $13,712,619, 45% of the total operating budget

North Seattle College

Budget changes for 18/19

- Based on the Diversity goals and to best meet student engagement goals, Student Leadership is undergoing structural reorganization.
- The HVAC Instructional Program will be closed.
- In advancing the Core Theme of Student Success, NSC is anticipating adding 3-4 FTE's to enhance Instruction and Student Services and restoring a portion of the part-time faculty budget cut last year.
- In advancing the District's Guiding Principle of Organizational Excellence and Financial Stability, NSC anticipates funding 3-4 FTE's to help right size Security, Facilities and Business Office.
- Some of the additional FTE's NSC anticipate adding in Instruction and Student Services will support advancing Guided Pathways work.

North Seattle College

- Running Start
  - Revenue generated beyond the Running Start program expenditures is used to fund the college operating budget and to grow the program.
- Enterprise Funds
  - The only enterprise funding that will be used for the 18-19 operating budget will be International Intensive English revenue.
- Contract/International
  - The colleges use College Level International Funding to supplement the operating budget.
- Earmarks/provisos
  - Opportunity Center $216,000
  - HEET Grant $398,902
  - Workforce Development Funds $114,878
  - IBEST $93,750

North Seattle College

Other relevant information about the budget….

NSC uses only collected local funds in the following fiscal year, to eliminate possibilities of overspending the budget.

Given our anticipation of greater HS student growth and the stronger district-wide direction of SEM, NSC will be using local funds for meeting anticipated needs of future students.

South Seattle College

- Total Operating Budget 18/19: $ 31,229,838
- Total State Funding: $19,740,595, 63% of operating budget
- Total Local Funding: $11,489,243, 37% of operating budget

South Seattle College

- Running Start
  - $1.5M in Running Start funds to support college operating budget. Increase from $1M in 17-18 based on increased enrollment rate.
- Enterprise Funds (570)
  - Generally not used in operating budget.
  - Parking – support security officer salaries and lot maintenance
  - Lab Fee Account – supports lab technician salaries
- Contract/International
  - $1.7M in international funds to support college operating budget. Decrease from $1.95M in 17-18.
- Earmarks/provisos
  - Labor Education and Research Center (increase from 17-18)
  - Guided Pathways

South Seattle College

Budget Reductions

- Instructional Re-organization: ($594,960)
- Program reductions in Autobody, Pastry, Engineering/Drafting, Transfer: ($420,000)
- Sustainability- Energy efficient buildings: ($50,000)
- 10% reduction in goods/ services/travel : ($300,000)

Budget Increases

- AVP of Equity, Diversity, and Inclusion: $130,000
- 2 New full-time faculty positions as per contract: $20,000
- Utilities: $200,000
- Tutoring: $20,000
- Establish Contingency Fund: $280,000

Summary: Seattle Colleges

State allocation (budgeted) for Seattle Colleges	$74,467,770
Local funds (budgeted) for Seattle Colleges	$54,457,700

TOTAL OPERATING BUDGET 18/19: **$128,925,470**

Board action requested

- The college budgets are adjusted each month
  - SBCTC additional funding; adjusted reductions
  - Revenue adjustments
  - Expenditure adjustments

- The Board will be updated in September, and then quarterly thereafter.

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MEMORANDUM

TO: Board of Trustees

FROM: Jennifer Howard

DATE: June 14, 2018

SUBJECT: 2018 Student & Activities Fees Budget Allocations

Background

Seattle Colleges' proposed Student & Activities Fees Budget Allocations for fiscal year 2018-19.

Recommendation

Though this initial deadline has passed, because this is time sensitive, it is recommended that the Board of Trustees authorizes the Chancellor and his designee to approve the Budget allocations as presented.

Submitted by:

Jennifer Howard
Interim Vice Chancellor for Administrative Services

Transmitted to the Board with a favorable recommendation

Dr. Shouan Pan
Chancellor

SEATTLE CENTRAL COLLEGE
ASSOCIATED STUDENT COUNCIL
STUDENT & ACTIVITIES FEES BUDGET ALLOCATIONS
2018-19

PROJECTED REVENUE

BUDGET NUMBER	PROGRAM		ALLOCATION
522-264-2403	S&A Fees	**$**	**1,533,000**

PROJECTED ALLOCATIONS

BUDGET NUMBER	PROGRAM		ALLOCATION
2642P10	STDT SUPPORT INCENT	$	5,000
2642P11	LIB ATMOSPHERE IMPR	$	13,752
2642P12	WRITING CENTER	$	48,663
2642P20	PHI THETA KAPPA	$	36,390
2642P21	WOMEN'S PROG/EMRGNCY	$	13,500
2642P22	MULTICULTURAL SERVIC	$	15,486
2642P23	CO-CURRICULAR	$	4,950
2642P25	LDRSHP SETUP PERSON	$	21,853
2642P27	BOOK FUND	$	7,200
2642P29	SAM LEARNING CENTER	$	131,800
2642P30	STUDENT GOVERNMENT	$	45,500
2642P31	CULTURAL EVENTS/ACTV	$	131,859
2642P33	CENTRAL CIRCUIT	$	60,000
2642P34	SCIENCE OLYMPIAD	$	1,320
2642P36	OFFICE MANAGEMENT	$	152,750
2642P39	CHILDCARE ASST PROG	$	114,519
2642P40	WCC STUDENT COUNCIL	$	21,000
2642P42	INFO CENTRAL/STDT OR	$	149,000
2642P43	STD LEADERSHIP PROGM	$	95,000
2642P46	ART GALLERY	$	56,554
2642P48	LEADER ORIENT & TRNG	$	42,974
2642P49	BE LEARNING CENTER	$	126,871
2642P51	STUDENT INVOLVEMENT	$	147,184
2642P53	STDT SUPPORT RESOURC	$	57,480
2642P81	SCCC CLUB BUDGET #2	$	7,769
2642P85	ALUMNI ASSOCIATION	$	6,000
2642P89	TOURNAMENTS & GAMES	$	18,626
	TOTAL	**$**	**1,533,000**

NORTH SEATTLE COLLEGE
ASSOCIATED STUDENT COUNCIL
STUDENT & ACTIVITIES FEES BUDGET ALLOCATIONS
2018-19

PROJECTED REVENUE

BUDGET NUMBER	PROGRAM	ALLOCATION
522-264-3403	SERV & ACTIVITY FEE	**$ 1,160,000**

PROJECTED ALLOCATIONS

BUDGET NUMBER	PROGRAM	ALLOCATION
2643P01	ASB ENTERTAINMENT	$ 23,091
2643P03	STUDENT PROGRAMS	$ 254,050
2643P07	ASB TELEPHONE	$ 15,983
2643P08	ASB STUDENT GOVT	$ 149,331
2643P10	SLC TUTORING	$ 198,573
2643P11	WOMEN'S CENTER	$ 81,101
2643P18	LITERARY GUILD	$ 23,215
2643P22	ASB PEER ADVISING	$ 7,993
2643P33	PHI THETA KAPPA	$ 4,350
2643P38	SDNT MEDIA PROD CNTR	$ 21,318
2643P39	STUDENT GENERAL FUND	$ 15,000
2643P60	ASB DAY CARE	$ 150,747
2643P70	ASB SUSTAINABILITY	$ 74,292
2643P80	ASB INTRAMURAL	$ 130,754
2643P83	ASB ART GALLERY	$ 10,202
	Total	**$ 1,160,000**

SOUTH SEATTLE COLLEGE
2018-19

PROJECTED REVENUE

BUDGET NUMBER	PROGRAM		ALLOCATION
522-264-4403	SERV & ACTIVITY FEE	**$**	**1,100,371**

PROJECTED ALLOCATIONS

BUDGET NUMBER	PROGRAM		ALLOCATION
2644P17	AANAPISI CENTR S&A	$	3,482
2644P33	PUBLICATIONS	$	30,017
2644P34	SSCC ART GALLERY	$	48,519
2644P35	CULTURAL CENTER	$	88,426
2644P41	INTRAMURAL & GAMES	$	27,472
2644P51	CAMPUS RECREATION	$	85,238
2644P53	GENDER EQUITY CNTR	$	78,043
2644P55	VETERANS CENTER	$	29,362
2644P57	S&A BOARD	$	151,675
2644P58	S&A STUDENT LEADRSHP	$	80,717
2644P59	DEAN OF DIVERSITY SL	$	8,200
2644P80	STUDENT LIFE OPS	$	99,150
2644P81	USA STUDENT GOV	$	77,480
2644P82	DIVERSITY	$	18,955
2644P83	STUDENT ACTIVITIES	$	71,225
2644P84	CLUBS/ORGANIZ.	$	39,254
2644P85	FITNESS CENTER	$	29,766
2644PFC	WELNESS CENTER	$	116,608
2644PTK	PTK HONOR SOCIETY	$	16,782
	Total	**$**	**1,100,371**

SVI

ASSOCIATED STUDENT COUNCIL
STUDENT & ACTIVITIES FEES BUDGET ALLOCATIONS
2018-19

PROJECTED REVENUE

BUDGET NUMBER	PROGRAM	ALLOCATION
522-264-5P00	ASB F/B & UNEMP RSV	**$ 36,869**

PROJECTED ALLOCATIONS

BUDGET NUMBER	PROGRAM	ALLOCATION
522-264-5P00	ALUMNI ASSOCIATION	$ 36,869
	TOTAL	**$ 36,869**

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MEMORANDUM

TO: Board of Trustees

FROM: Shouan Pan, Ph.D.
Chancellor

DATE: June 14, 2018

SUBJECT: Nomination of 2018-19 Board of Trustees Officers

Background

Seattle Colleges District Policy 125, Power and Duties of Officers of the Board, specifies that at its regular monthly meeting in July, the Board shall elect officers to serve for the ensuing September to August period.

Recommended Action

It is recommended that at the June Board meeting, the Board nominate officers to serve as chair and vice chair beginning September 1, 2018. At the July meeting, a vote will be taken to confirm the nominated officers.

Submitted by and transmitted to the Board with a favorable recommendation,

Shouan Pan, Ph.D.
Chancellor

Chancellor Evaluation Process
Draft Schedule 2018

June Board Meeting -- Process and questionnaire documents discussed and approved by Board.

Chancellor will provide a year-end performance letter to the Board by August 1.

Survey Monkey forms distributed to Board and Cabinet on Auguest 3rd. Board distribution, will include last year's Performance Letter from the Board to the Chancellor. Will ask that survey's be completed by August 20.

Chancellor will work with Chair to develop a list of 10-12 Community Members he has worked with over the last year. Survey will be sent to this group and Board Chair will ask each Board member to engage with 1-2 community leaders on Dr. Pan's performance.

At September Board meeting Study Session, Board will discuss feedback, document key points and then discuss with Chancellor. Aggregated feedback from the Board and Cabinet surveys will be provided to the Board prior to this meeting.

A summary of this conversation will be provided in a letter from the Chair to Chancellor.

September Board meeting: Chancellor will discuss next year goals with the Board.

Chancellor Evaluation

Objectives

- Clear Alignment between Board and the Chancellor on Goals and Priorities.
- Regular and open communication between the Board and the Chancellor on what is going well and opportunities for improvement.
- Board, with a single voice, provides, at least annually, performance feedback to the Chancellor.
- Opportunity for the Chancellor to provide feedback to the Board on how they can further the goals of organization and support the Chancellor.

Process

- Each fiscal year, at the first meeting of the Board, the Chancellor presents a set of goals, derived from the Strategic Plan, for the next year. These goals will include a simple, 6 to 12 item 'Score Card" of key trackable, quantitative, and objective measures for tracking the progress of Seattle Colleges against the Strategic Plan.
- At the end of the fiscal year, The Chancellor will provide to all board members a self-evaluation for the past year including:
    - ❖ A summary of results against goals
    - ❖ Actual vs. goals on "Score Card" items
    - ❖ Feedback to the Board on how they can further organization goals
- Prior to the last Board meeting of the fiscal year, the Chair of the Board will provide a Survey Monkey request to all Board members for them to provide feedback on the Chancellor. Individual Board member feedback will be confidential – aggregated results will be provided to the Board. This Survey will include the following items:
    - ❖ Commitment to Student Access and Success
    - ❖ Takes Strategic Risks
    - ❖ Builds a Strong Team
    - ❖ Establishes Urgency for Improvement
    - ❖ Plans Lasting Internal Change
    - ❖ Results Oriented

- ❖ Communicates Effectively
- ❖ Financial and Operational Excellence
- ❖ Entrepreneurial Fund Raiser
- ❖ Effective External Partnerships

- The Board Chair will seek input via a Survey Monkey from the Cabinet on these same criteria. Individual feedback will be confidential – aggregated results will be provided to the Board. The Board will also seek input from community members using a shorter survey and personal contact.

- The Board will review the aggregate results for each group from the surveys. This information, plus the Chancellor's report will be discussed for the purpose of providing feedback to the Chancellor. The Board will agree and document specific areas of excellence and/or opportunities for improvement.

- The Board will meet with the Chancellor to provide formal performance feedback from the Board. The Board Chair will document this conversation for the Chancellor.

- The Chancellor will use this information in preparing Goals (per the first bullet item above) for the next year.

- In the next public meeting of the Board, the results of this process, at a high level, will be reviewed and the Board will consider, changes in Chancellor compensation, if any, based on this evaluation.

Chancellor EVALUATION

(Survey Monkey Format)

[*Three separate Survey Monkey Surveys will be prepared:*

1. *Board Survey*
2. *Cabinet Survey*
3. *Stakeholder Survey (using a sub-set of the questions on the Board & Cabinet Survey)*

Results from each survey will be aggregated into a separate report. Only aggregated results will be provided to the Board -- all individual responses will be confidential.]

INSTRUCTIONS: In responding to the following questions, please use this scale:

Opportunity= an area where performance needs to improve.
Meets = good performance, at goal.
Exceeds: Exceptional performance, beyond goal

1. Commitment to Student Access and Success

Demonstrates a persistent drive to ensure student access and success. Takes actions that show commitment to long-term work to create lasting change at Seattle Colleges and with external partners.

Opportunity	Meets	Exceeds

Your comments:

2. Takes Strategic Risks

Takes data-informed risks—e.g. identifying gaps and reallocating resources—that signal a deep commitment to student-success-oriented change.

Opportunity	Meets	Exceeds

Your comments:

3. Builds a Strong Team

Develops and maintains outstanding leadership teams and consistently engages leaders, faculty, and staff in ways that significantly improve student access and success across Seattle Colleges.

Opportunity	Meets	Exceeds

Your comments

4.Establishes Urgency for Improvement

Makes the case for change so that all of Seattle College District is motivated to accelerate the pace of improving student outcomes.

Opportunity	Meets	Exceeds

Your comments:

5. Plans Lasting Internal Change

Leads inclusive planning processes that result in focused, concrete, Seattle Colleges-wide plans to significantly improve student access and success.

Opportunity	Meets	Exceeds

Your comments:

6. Results-Oriented

Ensures effective implementation, routine assessment of progress, and continuous data-informed improvement.

Opportunity	Meets	Exceeds

Your comments:

7.Communicates Effectively

Communicates and listens in ways that foster strong relationships, develops shared priorities, and inspires trust and action.

Opportunity	Meets	Exceeds

Your comments:

8. Financial and Operational Excellence

Ensures the fiscal strength and sound operation of the Seattle Colleges.

Opportunity	Meets	Exceeds

9. Entrepreneurial Fundraiser

Raises substantial resources from multiple sources, and aligns fundraising to student access and success goals.

Opportunity	Meets	Exceeds

Your comments:

10. Develops Effective External Partnerships

Demonstrates a vision that extends beyond the Seattle Colleges to achieve broader aims for student success that the Colleges alone cannot achieve.

Opportunity	Meets	Exceeds

II. Chancellor's ACHIEVEMENT OF GOALS

(July 1, 2016 to June 30, 2017)

[Questions #11 and #12 will be only on the Board Survey, not on the Cabinet and Stakeholder Survey]

11. Based on the self-evaluation of the Chancellor's work for the past 12 months, which he provided, please offer your comments on his leadership in the achievement of goals.

Your Comments:

12. Are there any other areas that, in your opinion, should receive priority attention in the coming year?

Your Comments:

[Question #13 will be on all 3 surveys]

13. Do you have any other comments relative to the Chancellor's performance or the operation of the organization in general that you would like to share?

Your Comments:

THANK YOU FOR TAKING THE TIME TO COMPLETE THIS EVALUATION.

Chancellor EVALUATION
Community Leaders Survey

(Survey Monkey Format)

[Only aggregated results will be provided to the Board -- all individual responses will be confidential.]

INSTRUCTIONS: Please provide comments on each the following questions. If you have no knowledge of the Chancellor's work in regard to a specific question, skip it or mark it "NA"

1. Commitment to Student Access and Success

Demonstrates a persistent drive to ensure student access and success. Takes actions that show commitment to long-term work to create lasting change at Seattle Colleges and with external partners.

Your comments:

2 .Establishes Urgency for Improvement

Makes the case for change so that all of Seattle College District is motivated to accelerate the pace of improving student outcomes.

Your comments:

3. Results-Oriented

Ensures effective implementation, routine assessment of progress, and continuous data-informed improvement.

Your comments:

4 .Communicates Effectively

Communicates and listens in ways that foster strong relationships, develops shared priorities, and inspires trust and action.

Your comments:

5. Financial and Operational Excellence

Ensures the fiscal strength and sound operation of the Seattle Colleges

Your comments:

6. Develops Effective External Partnerships

Demonstrates a vision that extends beyond the Seattle Colleges to achieve broader aims for student success that the Colleges alone cannot achieve.

Your Comments:

13. Do you have any other comments relative to the Chancellor's performance or the operation of Seattle Colleges, in general, that you would like to share?

Your Comments:

THANK YOU FOR TAKING THE TIME TO COMPLETE THIS EVALUATION.

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MEMORANDUM

TO: Board of Trustees

FROM: Shouan Pan, Ph.D.
Chancellor

DATE: June 14, 2018

SUBJECT: 2018-2019 Board of Trustees Meeting Schedule

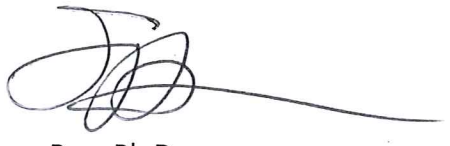
Background

In accordance with Seattle Colleges District Policy 126, "Meetings of the Board of Trustees – Guidelines," the attached schedule of Regular Meetings is proposed. All meetings take place on the 2nd Thursday of the month except for the month of October. In October 2018, the meeting will be held on the 3rd Thursday of the month.

Recommended Action

It is the recommendation of the administration that the Seattle Colleges Board of Trustees review the proposed meeting schedule for the 2018-2019 year, and if acceptable as written, approve the proposed schedule.

Submitted by and transmitted to the Board with a favorable recommendation,



Shouan Pan, Ph.D.
Chancellor

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BOARD OF TRUSTEES 2018-19 MEETING SCHEDULE

Regular meetings are held on the second Thursday of the month, except October which is the third Thursday. Study Sessions begin at 1:30 p.m. **Regular meetings begin at 3:00 p.m.** Dates and locations of the meetings are noted below.

September 13	North Seattle College	9600 College Way North Seattle, WA 98103
October 18	Seattle Central College	1701 Broadway Avenue Seattle, WA 98122
November 8	South Seattle College	6000 16th Avenue SE Seattle, WA 98106
December 13	North Seattle College	9600 College Way North Seattle, WA 98103
January 10	Seattle Central College	1701 Broadway Avenue Seattle, WA 98122
February 14	South Seattle College	6000 16th Avenue SW Seattle, WA 98106
March 14	North Seattle College	9600 College Way North Seattle, WA 98103
April 11	Seattle Central College	1701 Broadway Avenue Seattle, WA 98122
May 9	South Seattle College	6000 16th Avenue SW Seattle, WA 98106
June 13	North Seattle College	9600 College Way North Seattle, WA 98103
July 11	Seattle Central College	1701 Broadway Avenue Seattle, WA 98122

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M E M O R A N D U M

TO: Board of Trustees

FROM: Kurt R. Buttleman, *Interim Vice Chancellor – Academics & Student Success*

DATE: June 14, 2018

SUBJECT: Quarter Strategic Plan Update – Goal #2 – Diversity, Equity, Inclusion and Community

This quarter, we are focusing the Strategic Plan presentation and update on Goal #2 – Diversity, Equity, Inclusion and Community.

Goal 2: Diversity, Equity, Inclusion and Community

Strategy: Diversity Action Plan

Interim President & Vice Chancellor for Diversity, Equity and Inclusion, Pete Lortz has been leading this work for the Seattle Colleges. As a reminder, our goal is: "At Seattle Colleges, we firmly establish equity, diversity, and inclusion as a strategic goal and human right for all. We frame our decisions and actions with a lens of equity, diversity, and inclusion and are accountable to the community."

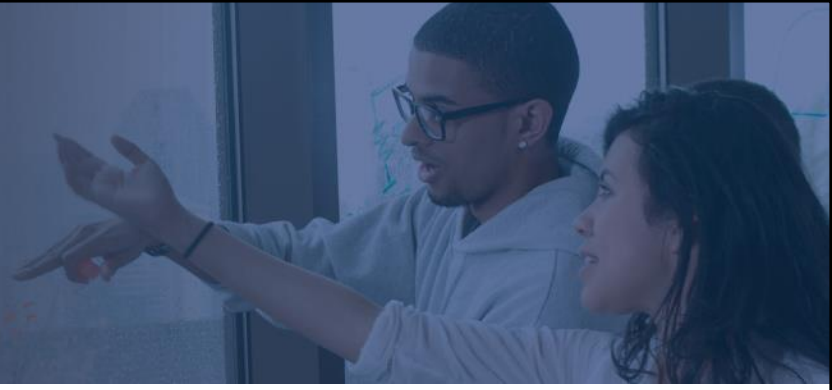
Interim President / Vice Chancellor Lortz will deliver a presentation to update the Board of Trustees on our work.

The three actions covered in that presentation are:

- An update on the hiring of the Associate Vice Presidents of Equity, Diversity, and Inclusion
    - Central – Dr. Valerie Hunt
    - North – Mr. D'Andre Fisher
    - South – Dr. Betsy Hasegawa
- An update on the Search Partner program in use across the Seattle Colleges
- Establishing a practice of producing and using disaggregated data in assessment and decision-making processes

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MISSION
As an open-access learning institution, Seattle Colleges prepares each student for success in life and work, fostering a diverse, engaged, and dynamic community.



Seattle Colleges Strategic Plan 2017-23

Updates on Goal 2
"Equity, Diversity, Inclusion, and Community"

Board of Trustees Presentation
Spring 2018

Dr Kurt Buttleman, Dr Rosie, Rimando-Chareunsap and Peter Lortz

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Mission

As an open-access learning institution, Seattle Colleges prepares each student for success in life and work, fostering a diverse, engaged, and dynamic community.

Board of Trustees approved July 13, 2017

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Vision

Seattle Colleges is recognized as an exemplary learning institution that transforms lives, promotes equity, and enriches the community.

Board of Trustees approved July 13, 2017

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Values

- **Accessibility** for all learners and partners
- **Collaboration** through open communication and commitment to working together
- **Diversity, inclusion, and equity** for all individuals, particularly the underserved, in our community
- **Fiscal sustainability** for long-term viability and excellence in service and operations
- **Growth and engagement** of faculty and staff through professional development
- **Innovation** in instruction, student services, operations, and organizational culture
- **Integrity** by adhering to the highest standards of ethics and public stewardship

Board of Trustees approved July 13, 2017

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Goals

1. **Student Success:** The success of our students is the central focus of Seattle Colleges. We strive to make steady gains in improving student satisfaction, retention, completion, job placement, and narrowing student performance gaps.

2. **Equity, Diversity, Inclusion, and Community:** At Seattle Colleges, we firmly establish equity, diversity, and inclusion as a strategic goal and as human rights for all. We frame our decisions and actions with a lens of equity, diversity, and inclusion and are accountable to the community.

3. **Organizational Excellence:** Seattle Colleges aspires to achieve excellence as Seattle's open-admission institution of higher education. We seek to achieve continuous improvements in excellence in teaching and learning, operational efficiency and fiscal sustainability, strategic innovation, employee growth and engagement, and diversity and inclusion.

4. **Partnerships:** As an important engine of economic development, Seattle Colleges values and invests in strategic and ongoing partnerships with educational, business, governmental, labor, and community organizations.

Board of Trustees approved July 13, 2017; February 8, 2018

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All Goals: Measures

Goal 1 Student Success	Goal 2 Equity, Diversity, Inclusion, and Community	Goal 3 Organizational Excellence	Goal 4 Partnerships
1a. **Student engagement**	1b. **Student engagement,** by subgroups	8. **Cost per completions, cost per SA points**	12. **Partnerships**, quantity and quality
2a. **Retention rate,** Fall to Winter	2b. **Retention rate,** Fall to Winter, by subgroups	9. **STARS points, ratings**	
3a. **Completion rate,** 4-year cohort	3b. **Completion rate,** 4-year cohort, by subgroups	10. **Conversion rates,** inquirers, inquirers to applicants, and applicants to enrollments	
4. **Job-placement rate,** nine months from program completion (prof-tech students only)			
5. **Wage progression**			
6a. **Math Progression,** from developmental math to college level within one year	6b. **Math Progression,** from developmental math to college level within one year, by subgroups		
	7. **Ethnic and racial diversity of faculty and staff**		
	11b. **Staff growth and engagement**, by subgroups	11a. **Staff growth and engagement**	

Goal 2 Measures: Baselines and Targets (1)

Goal 2: Equity, Diversity, Inclusion and Community

1b. Student engagement

- Community College Survey of Student Engagement (CCSSE), approximately every 3 years
- By year 6, reduce and eliminate gaps in student subgroups' perceptions of educational experience at Seattle Colleges

- CCSSE item: "How would you evaluate your overall educational experience at this college?" (Q36, 2017)
- Colleges' student surveys (non-CCSSE years):
- Also, college-specific questions

White	Students of Color African American, American Indian, Asian American, Hispanic, and Pacific Islander	Gap
• 2017-18: (##% actual, satisfied, very satisfied)	• 2017-18: (##% actual, satisfied, very satisfied)	B: #%
a. Y1 increase 1%: ##%	a. Y1 increase 1%: ##%	Y1:
b. Y2 increase 1%: ##%	b. Y2 increase 2%: ##%	Y2:
c. Y3 increase 1%: ##%	c. Y3 increase 2%: ##%	Y3:
d. Y4 increase 1%: ##%	d. Y4 increase 2%: ##%	Y4:
e. Y5 increase 2%: ##%	e. Y5 increase 3%: ##%	Y5:
f. Y6 increase 2%: ##%	f. Y6 increase 3%: ##%	Y6:

Goal 2 Measures: Baselines and Targets (2)

Goal 2: Equity, Diversity, Inclusion and Community

2b, 3b, and 6b student performance

- By Year 6, reduce and eliminate performance gaps between white and underserved students.
- Racial and ethnic groupings to establish "opportunity gap" follow Seattle Public Schools' District specification of "underserved" students. See 2016-17 Scorecard slides 10-34. https://www.seattleschools.org/UserFiles/Servers/Server_543/File/District/Departments/School%20Board/17-18%20agendas/20171108/SPS%20District%20Scorecard%202016-17%20Board%20Presentation_ADA.pdf
- SA Cohorts https://www.sbctc.edu/colleges-staff/collegeaccess/research-data/student-achievement-initiative-progress-metrics-dashboard.aspx

White	Underserved* African American, American Indian, Hispanic, and Pacific Islander	Gap
2b. Retention rate F-W: 67% (16-17)	**2a. Retention rate** F-W 58% (16-17)	B: 9%
a. Y1 increase 1%: 68% (17-18, ##% actual)	a. Y1 increase 1%: 59% (17-18, ##% actual)	Y1:
b. Y2 increase 1%: 69%	b. Y2 increase 1%: 60%	Y2:
c. Y3 increase 1%: 70%	c. Y3 increase 2%: 62%	Y3:
d. Y4 increase 1%: 71%	d. Y4 increase 2%: 64%	Y4:
e. Y5 increase 1%: 72%	e. Y5 increase 4%: 68%	Y5:
f. Y6 increase 0%: 72%	f. Y6 increase 4%: 72%	Y6:
3b. Completion rate 4y: 42% (2012 prof/tech, transf cohorts)	**3b. Completion rate 4y:** 31% (2012 prof/tech, transfer cohorts)	B: 11%
a. Y1 increase 1%: 43% (2013 cohort, 43% actual)	a. Y1 increase 2%: 33% (2013 cohort, 33% actual)	Y1: 10%
b. Y2 increase 1%: 44%	b. Y2 increase 3%: 36%	Y2:
c. Y3 increase 2%: 46%	c. Y3 increase 4%: 40%	Y3:
d. Y4 increase 2%: 48%	d. Y4 increase 4%: 44%	Y4:
e. Y5 increase 2%: 50%	e. Y5 increase 4%: 48%	Y5:
f. Y6 increase 2%: 52%	f. Y6 increase 4%: 52%	Y6:
6b. Progression Math dev to college, 1 year: 25% (16-17)	**6b. Progression Math** dev to college, 1 year: 17% (16-17)	B: 8%
a. Y1 increase 1%: 26% (17-18 actual, ##%)	a. Y1 increase 2%: 18% (17-18 actual, ##%)	Y1:
b. Y2 increase 1%: 27%	b. Y2 increase 2%: 20%	Y2:
c. Y3 increase 1%: 28%	c. Y3 increase 2%: 22%	Y3:
d. Y4 increase 0%: 28%	d. Y4 increase 2%: 24%	Y4:
e. Y5 increase 1%: 29%	e. Y5 increase 2%: 26%	Y5:
f. Y6 increase 0%: 29%	f. Y6 increase 3%: 29%	Y6:

*__Asian American__ students are currently excluded from these analyses. During 2017-18, Asian American subgroups will be analyzed to determine inclusion in the underserved category. The Board of Trustees has requested that review be transparent and inclusive of community input.

Goal 2 Measures: Baselines and Targets (3)

Goal 2 Equity, Diversity, Inclusion and Community

7. Ethnic and racial diversity of faculty and staff, overall (all staffing categories)

- 2016-17: 32%
- Y1 2017-18: 34% actual
- By Year 6, 2022-23, overall increase of employees of color by 3% or 35%.
- Seattle Colleges annual Workforce Diversity Report to the Board of Trustees; SCD database ODS2, PIMS

11b. Staff growth and engagement

- By Year 6, reduce or eliminate gaps in staff subgroups' perceptions of engagement or growth.
- What is your overall satisfaction with being an employee of ***North/Central/South*** Seattle College? (Spring 2018, new item in climate surveys)
- What is your overall satisfaction with being an employee of ***Seattle Colleges***? (Spring 2018, new item in climate surveys)
- To what extent do you agree with the following: "I would recommend ***North/Central/South*** **Seattle College** as a place to work."
- To what extent do you agree with the following: "I would recommend ***Seattle Colleges*** as a place to work."

White	Staff of Color African-American, American Indian, Asian American, Hispanic, and Pacific Islander	Gap
• 2017-18, ##% Satisfied, Very Satisfied	• 2017-18, ##% Satisfied, Very Satisfied	B: #%
a. Y1 increase 1%: ##%	a. Y1 increase 1%: ##%	Y1:
b. Y2 increase 1%: ##%	b. Y2 increase 2%: ##%	Y2:
c. Y3 increase 1%: ##%	c. Y3 increase 2%: ##%	Y3:
d. Y4 increase 1%: ##%	d. Y4 increase 2%: ##%	Y4:
e. Y5 increase 2%: ##%	e. Y5 increase 3%: ##%	Y5:
f. Y6 increase 2%: ##%	f. Y6 increase 3%: ##%	Y6:

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Strategies

GOAL 1 STUDENT SUCCESS	GOAL 2 EQUITY, DIVERSITY, INCLUSION, AND COMMUNITY	GOAL 3 ORGANIZATIONAL EXCELLENCE	GOAL 4 PARTNERSHIPS
STRATEGIES	**STRATEGIES**	**STRATEGIES**	**STRATEGIES**
SS1 Implementing structured academic and career pathways: strengthening and expanding structures, systems, educational technologies, and policies to guide students through their educational process	**EQ1 Diversity Action Plans**: Seattle Colleges will develop and implement a comprehensive Diversity Action Plan targeted at improving the success rates of underserved students and recruiting and retaining staff and faculty who reflect the rich diversity of Seattle.	**OE1 Teaching and learning**: providing responsive, excellent, evidence-based, and innovative programs, curricula, and instruction	**PD1 Partnership Development:** building high quality partnerships with educational, business, government, labor, and community groups and individual and private donors to respond to needs and sustain our work
SS2 Strategic Enrollment Management: establishing enrollment goals; integrating communications, recruitment, admissions, orientation, and registration to optimize enrollment; delivering effective academic programs; generating tuition and enabling financial planning; and improving organizational efficiency and service levels		**OE2 Achieving System Integration:** integrating information technology, marketing and communications, student services, and instructional functions	
		OE3 Sustainability: enhancing a) finances, and b) environmental and social considerations in operations, academics, engagement, and planning and administrative activities	

Goal 2 Actions

Associate Vice Presidents of Equity, Diversity, and Inclusion have been hired at all 3 colleges!



Dr Valerie Hunt
Central



Mr D'Andre Fisher
North



Dr Betsy Hasegawa
South

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Goal 2 Actions

Search Partners (*a.k.a. Advocates*) are to be used for all full-time faculty and administrative searches.

- A team of over 30 search partners have been trained
- Search partners from any college can be used to help with searches at any college
- Quarterly meetings will continue the development of a qualified team across the district
- Best practices are being shared through this process

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Goal 2 Actions

Establishing a practice of producing and using disaggregated data in assessment and decision-making processes.

- From classroom to program to college wide initiatives
- Data is available for anyone to use
- IR teams from across all colleges and the Siegal Center are partnering to develop the strongest data sets

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Goal 2 Actions

Role of Guided Pathways in eliminating achievement gaps

"Guided Pathways is the institutional mechanism by which we will create Equity."

- Focused orientations and first-year success experiences
- Early program and career discernment
- Clear maps of instructional programs
- Reduction of barriers to enter classes and programs
- Technology solutions to track students and identify struggles earlier

All with an intentional equity mindset

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M E M O R A N D U M

TO: Board of Trustees
FROM: Shouan Pan, Chancellor
DATE: June 14, 2018
SUBJECT: Report to the Board of Trustees

I. Student Success

CRM being used to send Acceptance Letters

South Seattle College is piloting a new process where students who apply receive their acceptance letter from Seattle Colleges' CRM (versus an email from the SBCTC system). Using the CRM allows us to use one email system to engage students from inquiry to enrollment, enables us to connect and track our efforts, improves the email's look and design, and provide us the ability to use active web links.

SCCtv Report

Our new edition of @ Seattle Colleges features an interview with Jane Ellen Brady from Western Washington University's program based at North Seattle. Jane talks about the convenience outreach campuses offer students and we get a student's perspective about the benefits of having Western on our campus at North. Also, SCCtv is in discussion with HR Services to videotape and stream training sessions for supervisors regarding the new AFT pro staff contract. This is another example of SCCTV offering its services at no charge to the District.

II. Institutional Excellence

Personnel Appointments

Concluding a national search, and based on the evaluations of the Search Committee and feedback from campus Open Forums, SSC's President's Cabinet, Chancellor's Executive Cabinet, and trustees, chancellor Pan appointed Dr. Rosie Rimando-Chareunsap as the president of South Seattle College, effective July 1, 2018. Given her successful track record, her commitment to student success, her equity-minded leadership, and her ability to balance people and work, she is well-positioned to lead South to a new level of excellence.

Because of low response to advertisement for the Vice Chancellor of Advancement, it has been decided that an executive search firm will be hired to help conduct a national search. As the colleges prepare for Seattle Colleges Foundation to become operational in August, Traci Russell has been appointed to serve as the Interim Executive Director for the new foundation. During the next few months, Traci will work closely with the new foundation board, the college presidents and the chancellor on all matters related to the transition of the current college and district foundations.

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Traci has been serving as the Project Manager since December 2017. Her commitment to the foundation integration and her strong project management skills have contributed to the progress that has been made to date.

The Second Leadership Development Lab Concluded Successfully

Jenny Calhoun, District Manager of Learning and Organizational Development, launched a leadership development lab in 2017. Open to all employees, the Lab was designed to help employees explore their career interest and personal leadership style and discuss the connection between personal leadership aspirations and district priorities. The lab was a success. The Lab was offered again in May 2018 to 22 employees from three colleges and the Siegal Center. Of the 22 participants enrolled, 20 successfully completed the Lab training. Vice chancellor Jennifer Howard and chancellor Pan attended opening and closing sessions to provide support and encouragement.

ctcLink

The Seattle College District has now been assigned a timeline for ctcLink deployment: **Fall 2020**. Based on this timeline, *we will begin major implementation activities in Fall 2019*. In the meantime, we will continue to engage with the state-wide ctcLink project as both stakeholders with a strong interest in the project's long term success as well as our own need to be prepared for implementation. This includes serving on ctcLink governance and planning committees, participation in 20+ additional Common Process Workshops, and supporting college and District staff who need to be engaged with ctcLink as subject-matter experts.

The Chancellor's Executive Cabinet has re-prioritized our ctcLink project team to facilitate ctcLink related, high-priority District-wide initiatives over the next year. The current list of projects that will be managed by the ctcLink team include:

- Student Success Technology
- Catalog Management Software
- Additional NeoGov Functionality, and
- Document Imaging System replacement

The team will gear up for ctcLink preparation activities in 2019 based on the progress of Deployment 2 and Deployment 3.

Year-End Service Award Ceremonies

As the 2017-2018 Academic Year draws to a close, each of the three colleges and the Siegal Center hosted special year-end ceremonies to give service awards to employees who have served Seattle Colleges for 5-40 years. Retirees were recognized for their service contributions as well. By attending all four Award Ceremonies, chancellor Pan saw firsthand the talent and dedication of

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faculty, staff, and administrators throughout Seattle Colleges. They were inspirational events to experience.

III. Financial Health

Preparing the 2018-19 Seattle Colleges Budget

During the month of May, Interim vice chancellor Howard and chancellor Pan worked closely with the college presidents and vice presidents of administrative services in finalizing the priority spending plan and preparing the 2018-2019 budgets for trustee adoption at the June Board meeting. The executive leadership team's focus has not only been on producing a balanced budget, but also on setting aside dollars to fund projects and positions that are of strategic importance to the future of Seattle Colleges. It is encouraging to see that members of the senior leadership team are working more collaboratively than ever before.

IV. External Affairs

Regional Workforce Strategy Group

For over a year now, Drs. Malcolm Grothe and Shouan Pan have been active participants in the Regional Workforce Strategy Group which is charged by Mayor Durkan and County Executive Contantine to reimagine and redesign the workforce development strategies. The vision is to combine federal and local funds to redesign an outcome- and equity-focused, industry-driven workforce development system in Seattle and King County. Dr. Grothe serves as a co-chair of the Workgroup focusing on Career Advancement and Dr. Pan serves on the Leadership Transition Planning Team.

CDRT Presentation

On May 21, Dr. Sheila Edwards Lange and Dr. Shouan Pan, in partnership with Shefali Rangnathan, Deputy Mayor and Chris Alejano, Mayor's Advisor on Education and Youth Policy, presented at the Community Development Roundtable (CDRT), on the topic of Seattle Promise. The presentation served the purpose of broadening awareness and support among 40 plus diverse community leaders. It was well received.

V. Pride Points

Chancellor Pan delivered Keynote Speech

At the invitation of the International Leadership Foundation, Seattle Chapter, chancellor Pan gave a keynote speech at the 2018 Advisory Board Inauguration Ceremony on May 26. Entitled "Developing Future Asian
Leaders," the speech used stories from his own leadership development journey to encourage the Asian youth to overcome stereotypes and invest in developing their leadership capacity.

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M E M O R A N D U M

TO: Board of Trustees
FROM: ASC Seattle Central College
DATE: May 31, 2018
SUBJECT: Report to the Board of Trustees

I. **Student Success**

- Family Feud – May 4th (Erikson Theater)
- Pre-Ramadan Workshop – May 9th (BE1110 by Muslim Student Association)
- Unity Fair Auditions – May 11th (Broadway Performance Hall)
- Subversive Lives with Sameth Mell – May 22nd
- Unity Fair – May 24th

II. **Institutional Excellence**

- Seattle Central instructor's though on teaching at prison Link. We thought this is a wonderful idea.

III. Financial Health

- The S&A committee have completed the S&A fee allocation to student programs for the 2018-19 school year and they've shared with the Associate Student Council. Find Attached word document

IV. **Pride Points**

- Our Executive of Legislative participated in a Rally asking for Gun Responsibility and Safety on April 20th at Occidental Square.

TO: Associated Student Council

Seattle Central College

From: Nabil Ahmed

Executive of Finance, Seattle Central College

Date: May 30th, 2017

Subject: 2018-2019 S&A Fees Budget Allocation

The target budget for the Services and Activities Fee committee is $1.6 million for the 2018-2019 academic year. The projected income through S&A fees is about $1.5 million. The previous year's S&A Budget Committees have decided to reduce the Fund Balance by $200,000 each year. This year, the Committee used $100,000 instead from the S&A reserve account to balance the budget and reach its $1.6 million target. The deadline for the S&A budget request application was on the April 6th, 2018. The total requested for this fiscal year summed up to $1,884,231.06 between 27 applications.

In our initial discussion It was clear to the committee that not every program could have its needs fully met. Our decision-making process was such: We began by grading each application (which took approximately 3 weeks) and ranked them according to their scores. We used 2017-2018 budget allocations for the programs as a starting point and added mandatory increases in pay. Thereafter we revisited the ranking to consider further funding, lower scored applications received the least funding and/or had funding cuts. To meet our target, the S&A Committee prioritized ongoing programs and was therefore unable to fund any new programs.

I would like to thank the Dean of Student Development, Ricardo Leyva-Puebla, and Assistant to the Dean Kari Mills for their invaluable insights into Student Leadership as well as their pertinent guidance throughout the allocation process. I would also like to thank my **elite** team of strategists for their commitment to the committee. They are Eleanor Roads, Mario Cristiani, Yu-kuei Chen, and Maxamillion Shuman. They put a great deal of thought, effort, and time into the S&A budget. It was their individual perspectives and unique systems of thinking that allowed us to critically examine every application. Together we served as the different voices of the student body, and I hope this budget reflects the interests of the general student population as well.

Thank You

Nabil Ahmed

Department	Allocation	Department	Allocation
ASC Book Fund	$ 7,200.00	Phi Theta Kappa	$ 38,978.48
Associated Student Council	$ 58,226.00	Room/Event Se-up Position	$ 21,853.00
BE Learning Center	$140,800.00	SAM Learning Center	$134,600.00
Bruce McKenna Writing Center	$ 50,863.00	Science Olympiad	$ 1,350.00
Co-curricular	$ 4,950.00	Student Handbook	$ 3,500.00
Cultural Programming & Development	$133,859.00	Student Involvement	$147,000.00
Emergency Fund	$ 13,500.00	Student Leadership Programs	$ 97,000.00
Info Central & START Orientations	$151,000.00	Student Parent Support	$116,113.00
Leadership Orientation & Training	$ 32,974.00	Seattle Collegian (SWAP)	$ 54,600.00
Library Ambassadors	$ 1,631.52	Student Incentive Program	$ 5,000.00
M. Rosetta Hunter Art Gallery	$ 57,583.00	Tournaments and Games Team (TAG)	$ 46,000.00
Multicultural Services	$ 17,953.00	Women's Programs coordinator	$ 60,946.00
Office Management	$171,440.00	Wood Technology Student Association	$ 28,080.00
Graduation Gowns	$3,000		

NORTH SEATTLE COLLEGE
One of the Seattle Colleges

M E M O R A N D U M

TO: Board of Trustees
Seattle Colleges District

FROM: Dakota Chronis
Student Body President
North Seattle College

DATE: May 31st, 2018

SUBJECT: STUDENT ADMINISTRATIVE TEAM REPORT –Information Only

NSC Student Leadership and Multicultural Programs has the following to report.

- **Board Manual Updates and Transition to Next Year** – Over the past month, all Student Leadership Boards have been working on redeveloping their Board Manual as well as creating smaller manuals for event and initiative specific tasks. A rough draft of the main body of the Board Manual has been completed, but more work still needs to be done to the specific additions and calendars. It is expected that this will be completed by the end of Spring Quarter.

- **World Fair Trade Day** – As part of a celebration for World Fair Trade Day, the Sustainability Board hosted a tabling event on May 9, 2018 to promote Fair Trade. We had educational materials and served Fair Trade coffee and chocolate to North Seattle College students and staff. This was the last Fair Trade event that was needed in order to complete a step in the Fair Trade certification process. The Sustainability Board will also be serving Fair Trade coffee and chocolate at SpringFest on May 31.

- **Fair Trade Campaign** – Currently, the Sustainability Board is waiting for President Brown and the Executive Team to approve the North Seattle College Fair Trade Resolution. Once this resolution is approved, North Seattle College will become a Fair Trade Certified college campus. At this time, North Seattle College would be the 1st community college in Washington State and 50th college nationwide to become Fair Trade certified.

- **Broader Sustainability Efforts in Seattle Greater Area** – On Monday May 21, the Sustainability Board and EcoLogic Club President went down to Woodland Park Zoo and were toured by the Woodland Park Zoo Sustainability Coordinator. We had the opportunity to see the Zoomazium, which is a LEED Gold Certified building, as well as some other amazing sustainability efforts like the elimination of plastic bottles at WPZ. This is a new community partnership for North Seattle College, and we are excited that the Board was able to start strengthening that relationship.

SOUTH SEATTLE COLLEGE
One of the Seattle Colleges

United Student Association

M E M O R A N D U M

TO: Board of Trustees
Seattle Colleges

FROM: Angel Delker
President, United Student Association (USA)
South Seattle College

DATE: June 14, 2018

SUBJECT: United Student Association (USA) Report – INFORMATION ONLY

FOOD PANTRY MARKET DAY HOSTED BY PHI THETA KAPPA HONOR SOCIETY - APRIL 27

Our campus Food Pantry celebrated one year of operations by hosting a Market Day with fresh fruits and veggies. To complement the non-perishable items which are usually stocked in the food pantry, the event was organized by PTK President Tori Flores. It was a huge success and once again helped tackle food insecurity on campus.

UNIVERSITY OF WASHINGTON STUDENT GOVERNMENT MEETING - MAY 3

Our USA advisor Monica Lundberg arranged for our USA team to visit the Associated Students of University of Washington student government. Greeted by Shawntel Bali, the student director of community relations, we received a tour of their offices, learned about their leadership positions, advocacy efforts, budget issues and observed their meeting. We have already applied some of their practices in our regular meetings.

STUDENT LEGISLATIVE VOICE ACADEMY - MAY 4

Three South student leaders traveled with three Seattle Central students to Whatcom Community College to network with other students and determine next year's student legislative priorities. Organized by the Washington Association of Community and Technical Colleges Student Association, the academy provides a platform for students to learn about critical legislative issues that have a broad impact for multiple college students, and how to effectively

communicate legislative priorities in a public presentation and written format. South and Central students advocated for food pantries at all Washington State colleges, and caucusing resulted in broader support of *"Student sustainability including food insecurity, housing instability, access and affordability of public transportation and tolls, and childcare."* Final legislative priorities will be announced at a later date.

#SOLIDARITY IN HONOR OF INTERNATIONAL WORKER'S DAY - APRIL 30-MAY 1

To kick off this event, a march and rally was held on campus. Many students had never been in a march before and made signs with various slogans focusing on human rights. Sponsors included Center of Inclusion, Equality, and Diversity (CIED), United Student Association (USA), Not This Time UNITE HERE!, Red de Solidaridad de Inmigrantes en WA, Washington State Labor Council, AFT Washington, AFL-CIO Annette Stofer, and the Student Life Department. The May Day event also included workshops on: Black Lives Matter, Sexual Assault and Harassment, Immigrant Rights, Trade & Labor Unions, and Students Know Your Rights.

FRESH FEST - MAY 21

Inspired by attending the annual Higher Education Sustainability Conference, student leaders Johnae Beckem and Lucy To, hosted the first Fresh Fest on our campus. The event focused sharing knowledge of healthy food options and social justice. The event was held in the ClockTower Plaza with free fresh vegetables and fruit, recipe demonstrations, community organizations such as Food Empowerment Education Sustainability Team and Community Alliance for Global Justice, a DJ, spoken word and a student dance performance.

2018-19 STUDENT GOVERNMENT ELECTIONS - May 14-17

The United Student Association Election Committee, led by co-chairs Thao Tran and Lucy To, provided election orientations during the first three weeks of April and screened applications in late April. On-line elections were held May 14-17 including speeches by candidates and an outdoor polling station in the plaza to encourage voting. A total of 326 students voted and the results are:

President: **Jeffrey Campbell- 140** Tino Martinez – 119

Vice President and Legislative Liaison: Linh Le – 132 **King Nguyen- 161**

Issues and Concerns Policy Officer : Zoza Batjargal 89 **Jay Choe - 168**

Sustainability Officer: **Linh Vo - 238**

Congratulations to the four new officers elected for next year. They will receive training with the out-going officers and decide when to select the remaining four officer positions.

STUDENT FORUM WITH INTERIM PRESIDENT PETER LORTZ - May 22

Facilitated by Angel Delker, USA president, our USA spring quarter forum was well attended by students who asked questions of Interim President Peter Lortz, in-coming President Rosie Rimando-Chareunsap, VPs Elizabeth Pluhta and Laura Hopkins. Topics included the status of the Pastry Program, Wellness Center construction and student fee balance, college budget, financial aid, summer and evening classes.

CLEAN AIR TASK FORCE ESTABLISHED

Smoking has been a topic of discussion for many years at South. Interim President Pete Lortz requested the College Council and United Student Association convene a Clean Air Task Force to gather input, discuss, and make a recommendation to the President regarding this issue and whether or not South should become a smoke free college. The first meeting was held on May 23. The task force includes representatives (smokers and non-smokers) from all areas of campus - students, faculty, exempt, administration, and community experts. USA's position is that South become a smoke free campus.

NATIONAL CONFERENCE ON RACE AND ETHNICITY (NCORE) MAY 29- JUNE 2

A South student and staff team will be attending the annual NCORE conference and will report back on workshops, keynote addresses and initiative ideas. NCORE presenters from across the United States will share their knowledge, expertise, and experiences on all aspects of higher education.

SEATTLE CENTRAL COLLEGE
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M E M O R A N D U M

TO: Board of Trustees
FROM: Sheila Edwards Lange, Ph.D., President
DATE: May 31, 2018
SUBJECT: Seattle Central College monthly report

STUDENT SUCCESS

Annual Believe Gala puts education in reach for students

In April, the Seattle Central Foundation held its annual Believe Gala raising a record-breaking $518,000 and counting with help from over 450 business and community leaders. Students Emilio Chavez and Tammara Stephens shared their stories and discussed the impact that the Foundation's support has had on their ability to forge more stable futures.

INSTITUTIONAL EXCELLENCE

Instructors highlight new course at annual math conference

Math and science instructor Jonny Ursin and math instructor Danielle Mallare-Dani presented at the 50th Annual Washington College Mathematics Conference in Yakima early last month. Both instructors shared their experiences co-teaching a learning community that integrates physics and calculus in their Coordinated Studies Project course, Math in Motion.

EXTERNAL AFFAIRS

Seattle Central submits grant application for college reentry of incarcerated students

Seattle Central collaborated with a consortium of community and four-year colleges, the Department of Corrections and other organizations to submit work plans for a grant funded by the Vera Institute of Justice. If Washington is selected, Seattle Central will house the grant leadership and be part of creating an inclusive system for helping incarcerated students gain access to and reenter college.

PRIDE POINTS

Graphic Design students earn high honors in design competitions

Mariah Behrens was recently awarded a National ADDY award for her magazine cover design. She attended the award show in Chicago earlier this month. Jules Smith's beer can design was this year's winner for Scuttlebutt Brewery's design competition. For the fourth year in a row, the Creative Academy partnered with the company on a design project for special edition cans. Her work will be featured in January 2019.

SEATTLE COLLEGES
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MEMORANDUM

TO: Board of Trustees
FROM: North Seattle College President Dr. Warren Brown
DATE: May 31, 2018
SUBJECT: Report to the Board of Trustees

I. Student Success

- **NSC Hosts Spring Fest & Making Learning Visible**
  Students and employees came together at North Seattle College on May 31 for a day focused on fun and learning with two events: Spring Fest, which was hosted by Student Leadership and included a club fair, games, informational tables and more, and Making Learning/Teaching Visible, a symposium that provided students and faculty the opportunity to showcase their learning and teaching experiences.
- **Early Childhood Education Advocacy Night**
  North's Early Childhood Education Bachelor of Applied Science team organized an advocacy event in partnership with the Washington Department of Early Learning and Bainum Family Foundation on May 30 for Seattle Colleges students enrolled in the program. More than 70 people attended and the event helped strengthen stakeholder support for our programs and credibility in the ECE community.

II. Institutional Excellence

- **NSC Leadership Attend Guided Pathways Student Success Institute**
  Vice President of Instruction Kristen Jones and staff members from Student Services recently attended a Guided Pathways Student Success Institute at Clover Park Technical College. The focus of the Institute was to review the results of a guided pathways self-assessment completed by Washington community colleges. The NSC team identified three areas of focus for the coming months: faculty engagement in guided pathways, developing an infrastructure to support the use of the student support software the district will be purchasing, and expanding career exploration and planning opportunities for students.
- **NSC Honors Program Advisory Committee Members at Annual Dinner Celebration**
  North recently held its annual Advisory Committee appreciation dinner. The annual event honors the employer and educator partners who volunteer to serve on technical advisory committees and BAS advisory boards. NSC also presented the annual Workforce Education Partner of the Year Award, which went to Tobias Gierk, Technical Advisor for Amazon's Amazon Payments–Europe unit.

III. Pride Points

- **Annual Employee Service Awards**
  North employees were honored during the college's Annual Employee Service Awards on June 6. The college recognized employees with five, 10, 15, 20, 25 and 30 years of service. It also recognized five employees who have or are retiring and the Classified Employee of the Year was announced.

SOUTH SEATTLE COLLEGE
One of the Seattle Colleges

MEMORANDUM

TO: Board of Trustees
FROM: Peter Lortz, Interim President
DATE: June 14, 2018
SUBJECT: Report to the Board of Trustees

I. Student Success

- South's Aviation Maintenance Technology program held a hiring networking event on May 22 for their biannual A&P Master Class. The course is available to transitioning service members who performed aviation maintenance while in the service. They are provided with the education they need to fill in the gaps between military and civilian maintenance so they can pass their FAA A&P License tests in just 9 weeks. Placement rates for graduates are in the 90th percentile thanks in large part to this annual hiring event with recruiters from Boeing, Alaska Airlines, Delta Airlines and others.
- Students in South's Ready Set Transfer! Academy – a National Science Foundation program that provides tools and support for students wishing to pursue STEM careers – were very well represented at the University of Washington Undergraduate Research Symposium on May 18. Student research on bacteria levels on ride share bikes in Seattle was featured in the UW Daily newspaper, former RST student Thao Tang presented on her current research in cancer biology, and international students under the guidance of Physics Instructor Abigail Daane presented on equity in the physics classrooms.

II. Institutional Excellence

- Dr. Rosie Rimando-Chareunsap was named South's next president by Chancellor Shouan Pan after a nationwide search and consideration of feedback from multiple sources. She'll start in her new role on July 1, 2018. Dr. Rimando-Chareunsap has been with South since 2000 and currently serves as vice president of student services. Prior roles with the college include director of student outreach and associate dean of student achievement. She will succeed Interim President Peter Lortz and Gary Oertli, who retired in 2017.
- South celebrated staff and faculty's dedication to the institution on June 11 with the annual Service Awards. In total, 85 employees were recognized for a combined 990 years of service. Additionally, on May 24, South celebrated student employees' contributions to the college with the Student Serving South ceremony.

III. Financial Health

- South continues to involve the campus community in budget development for fiscal year 2018-19. A College Council budget hearing on May 16 created opportunity for college leadership to share information and preliminary planning, focused on financial sustainability and the future. Attendees were given time to generate and ask questions after each presentation, making for a productive and informative conversation. A follow-up campus community budget presentation was held on June 7 to provide a more detailed picture of budget plans.